

**COUNCIL PROCEEDINGS
PUBLISHED BY THE AUTHORITY OF THE CITY COUNCIL
OF BLOOMINGTON, ILLINOIS**

The Council convened in regular Session in the Council Chambers, City Hall Building, at 7:00 p.m., Monday, January 28, 2012.

The Meeting was opened by Pledging Allegiance to the Flag followed by moment of silent prayer.

The Meeting was called to order by the Mayor who directed the City Clerk to call the roll and the following members answered present:

Aldermen: Judy Stearns, Mboka Mwilambwe, Robert Fazzini, Jennifer McDade, Steven Purcell, Karen Schmidt, Jim Fruin and Mayor Stephen F. Stockton.

Alderman absent: David Sage.

City Manager David Hales, City Clerk Tracey Covert, and Corporate Counsel Todd Greenburg were also present.

Motion by Alderman Purcell, seconded by Alderman Fazzini to include the Reappointment memorandum with the Consent Agenda items.

Motion carried, (viva voce).

The following was presented:

SUBJECT: Reappointments to the Library Board

RECOMMENDATION/MOTION: That the Reappointments be approved.

STRATEGIC PLAN LINK: Goal 3. Strong Neighborhoods.

STRATEGIC PLAN SIGNIFICANCE: Objective 3.e. Strong partnership with residents.

BACKGROUND: I ask your concurrence in the reappointment of Peggy Burton of 34 Chiswick Circle, Bloomington 61704 to the Library Board. Her second 3 year term will expire April 30, 2015.

I ask your concurrence in the reappointment of Catherine Pratt of 415 N Center Street, Bloomington 61701 to the Library Board. Her second 3 year term will expire April 30, 2015.

I ask your concurrence in the reappointment of William Wetzel of 4 Prairie Vista Court, Bloomington 61704 to the Library Board. His 3 year term will expire April 30, 2015.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: None.

FINANCIAL IMPACT: None.

Respectfully submitted for Council consideration.

Prepared by: Kathryn Buydos, Executive Asst.

Recommended by:

Stephen F. Stockton
Mayor

Motion by Alderman Purcell, seconded by Alderman Fazzini that the reappointments be approved.

The Mayor directed the clerk to call the roll which resulted in the following:

Ayes: Aldermen Stearns, Mwilambwe, Schmidt, McDade, Fazzini, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Council Proceedings of January 14, 2013

RECOMMENDATION/MOTION: That the reading of the minutes of the previous Council Proceedings of January 14, 2013 be dispensed with and the minutes approved as printed.

STRATEGIC PLAN LINK: Goal 1. Financially sound City providing quality basic services.

STRATEGIC PLAN SIGNIFICANCE: Objective 1.d. City services delivered in the most cost-effective, efficient manner.

BACKGROUND: The Council Proceedings of January 14, 2013 have been reviewed and certified as correct and complete by the City Clerk.

In compliance with the Open Meetings Act, Council Proceedings must be approved within thirty (30) days after the meeting or at the Council's second subsequent regular meeting whichever is later.

In accordance with the Open Meetings Act, Council Proceedings are made available for public inspection and posted to the City's web site within ten (10) days after Council approval.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: Not applicable.

Respectfully submitted for Council consideration.

Prepared by: Tracey Covert, City Clerk

Recommended by:

David A. Hales
City Manager

Motion by Alderman Purcell, seconded by Alderman Fazzini that the reading of the minutes of the previous Council Proceedings of January 14, 2013 be dispensed with and the minutes approved as printed.

The Mayor directed the clerk to call the roll which resulted in the following:

Ayes: Aldermen Stearns, Mwilambwe, Schmidt, McDade, Fazzini, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Bills and Payroll

RECOMMENDATION/MOTION: That the bills and payroll be allowed and orders drawn on the Treasurer for the various amounts as funds are available.

STRATEGIC PLAN LINK: Goal 1. Financially sound City providing quality basic services.

STRATEGIC PLAN SIGNIFICANCE: Objective 1.d. City services delivered in the most cost-effective, efficient manner.

BACKGROUND: The list of bills and payrolls will be posted on the City's website on Thursday, DATE by posting via the City's web site.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: Total disbursements information will be provided via addendum.

Respectfully submitted for Council consideration.

Prepared by: Tracey Covert, City Clerk

Financial & budgetary review by: Patti-Lynn Silva, Director of Finance

Recommended by:

David A. Hales
City Manager

Motion by Alderman Purcell, seconded by Alderman Fazzini that the Bills and Payroll be allowed and the orders drawn on the Treasurer for the various amounts as funds are available.

The Mayor directed the clerk to call the roll which resulted in the following:

Ayes: Aldermen Stearns, Mwilambwe, Schmidt, McDade, Fazzini, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Request to Approve Purchase of one (1) Ford F150 for Planning and Code Enforcement, (PACE), Department's the Building Safety Division

RECOMMENDATION/MOTION: That the purchase of one (1) Ford F150 for PACE Department's Building Safety Division, utilizing State of Illinois Joint Purchasing Contract #4017340 from Bob Ridings Inc., Taylorville IL, be approved, in the amount of \$20,650 and the Purchasing Agent be authorized to issue a Purchase Order for same.

STRATEGIC PLAN LINK: Goal 1 - Financially Sound City Providing Quality Basic Services.

STRATEGIC PLAN SIGNIFICANCE: Objective 1.a. - Financially Sound City Providing Quality Basic Services, it is communicated to the City's citizens they should expect responsible stewardship of the City's resources. In this instance the current vehicle has become a liability

due to cost of continued repairs. It has reached the point where replacement with a new vehicle is the financially prudent option.

BACKGROUND: The Building Safety Division has a 2002 Ford Ranger with over 120,000 miles on it. This unit is used daily for the inspections of buildings to ensure code compliance. It is driven to new construction sites often to areas off of paved roads. Recent repairs include front end and steering, engine, brakes, and air conditioning.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: By purchasing this vehicle through the State of Illinois Joint Purchasing Contract, the bidding process has been satisfied.

FINANCIAL IMPACT: The FY 2013 Capital Lease Budget appropriated \$29,000 for the purchase of one (1) Ford F150 for the Building Safety Division line 40110120-72130. The total cost to purchase the unit is \$20,650. Stakeholders may locate this purchase in the FY 2013 Capital, Enterprise, and Other Fund Budget Document on Page #117.

Respectfully submitted for Council consideration,

Prepared by: Jim Karch, PE CFM, Director Public Works

Reviewed by: Barbara J. Adkins, Deputy City Manager

Reviewed by: Mark R. Huber, Director of PACE

Financial & budgetary review by: Timothy L. Ervin, Budget Officer

Recommended by:

David A. Hales
City Manager

Motion by Alderman Purcell, seconded by Alderman Fazzini the purchase of a Ford F150 for PACE Department's Building Safety Division, utilizing State of Illinois Joint Purchasing Contract #4017340 from Bob Ridings Inc., Taylorville IL, be approved, in the amount of \$20,650 and the Purchasing Agent be authorized to issue a Purchase Order.

The Mayor directed the clerk to call the roll which resulted in the following:

Ayes: Aldermen Stearns, Mwilambwe, Schmidt, McDade, Fazzini, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Request to Approve Purchase of one (1) Ford F350 with Snow Plow for Public Works Department's Streets & Sewers Division

RECOMMENDATION/MOTION: That the purchase of one (1) Ford F350 with Snow Plow for Public Works Department's Streets & Sewers Division utilizing the State of Illinois Joint Purchasing Contract #4017340 from Bob Ridings Inc., Taylorville, IL, be approved, in the amount of \$30,924, and the Purchasing Agent be authorized to issue a Purchase Order for same.

STRATEGIC PLAN LINK: Goal 1 – Financially Sound City Providing Quality Basic Services.

STRATEGIC PLAN SIGNIFICANCE: Objective 1.a. – This vehicle purchase provides the resources needed to continue efficient operations in the Streets & Sewers Division of Public Works including snow removal services during winter months. This purchase also reduces the costs for repair and maintenance within the Streets & Sewers Division of the Public Works Department.

BACKGROUND: The Streets & Sewers Division has a 2005 Ford F350 with over 100,000 miles on it. This unit is used daily to pull a trailer loaded with tools and supplies to job sites around the City to repair sewer problems. It is also used to pull a trailer with the Bobcat and equipment to repair potholes and the City streets. In the winter, this unit is utilized during snow storms to plow snow in alleys maintained by the City. This unit has had numerous engine and electrical problems this past year.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: None.

FINANCIAL IMPACT: The FY 2013 Sewer Budget appropriated \$29,500 for the purchase of one (1) Ford F350 with Snow Plow in Sanitary Sewer department 51101100-72130. The total cost to purchase the unit is \$30,924. The \$1,424 difference will be made up from savings in the Other Purchased service line item within this budget. Stakeholders may locate this purchase in the FY 2013 Capital, Enterprise, and Other Fund Budget Document on Page #344. When budgeted in the City's old accounting system the Sewer Fund was listed as Fund 5210.

Respectfully submitted for Council consideration.

Prepared by: Jim Karch, PE CFM, Director Public Works

Reviewed by: Barbara J. Adkins, Deputy City Manager

Financial & budgetary review by: Timothy L Ervin, Budget Officer

Recommended by:

David A. Hales
City Manager

Motion by Alderman Purcell, seconded by Alderman Fazzini that the purchase of a Ford F350 with Snow Plow for Public Works Department's Streets & Sewers Division utilizing the State of Illinois Joint Purchasing Contract #4017340 from Bob Ridings Inc., Taylorville, IL, be approved, in the amount of \$30,924, and the Purchasing Agent be authorized to issue a Purchase Order.

The Mayor directed the clerk to call the roll which resulted in the following:

Ayes: Aldermen Stearns, Mwilambwe, Schmidt, McDade, Fazzini, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Request to Approve Purchase of one (1) Fuel Master Fuel Management System for Public Works Department's Fleet Management Division

RECOMMENDATION/MOTION: That the purchase of one (1) Fuel Master Fuel Management System for Public Works Department's Fleet Management Division utilizing the National Joint Purchasing Alliance Contract #052109-SYS from Illinois Oil Marketing, Pekin, IL, be approved, in the amount of \$182,651.76, and the Purchasing Agent be authorized to issue a Purchase Order for same.

STRATEGIC PLAN LINK: Goal 1 – Financially Sound City Providing Quality Basic Services.

STRATEGIC PLAN SIGNIFICANCE: Objective 1.a. – The purchase of the fuel management system allows for both an improvement in the efficiency and tracking of fuel operations and also maintains the City's ability to keep equipment fueled providing services for the citizens.

BACKGROUND: In Fiscal Year (FY) 1993, new fuel dispensing pumps were installed. In FY 1999, a fuel tank and fuel pipe monitoring system was installed. In that same year, the current fuel monitoring system was installed and the Division went to a computer based fleet management system. In FY 2004, the fuel monitoring system received a Computer Software upgrade. The fuel system and the fleet management system were incapable of direct downloads. All of the fuel tracking information has been entered by hand.

In the past few years, the current system has had failures in the main circuit boards. The circuit boards are no longer available to be purchased. These boards have to be sent in to be repaired or replaced with used parts. The equipment enclosure is rusted completely and cannot keep moisture out of the electrical components.

In FY 2012, the City's audit report identified the need for better tracking and limiting access to the City's six fueling sites. The largest fuel site of concern was at the Public Works building which has a 10,000 gallon diesel tank and a 6,000 gallon no lead tank. Both tanks are underground storage tanks. The other five fueling locations are at the Lake Bloomington Water Plant, Forest Park Maintenance Facility, Highland Park Golf Course, Prairie Vista Golf Course, and the Den Golf Course. Each of the other five tank locations have 500 gallon diesel and 500 gallon no lead tanks that are above ground.

In looking for a new fuel monitoring system, the Fuel Master system was identified because it had all of the functions of our current system and is very similar to install. The Fuel Master system has the ability to communicate with the vehicles electronic control module through the On Board Diagnostic connector. This enables an automatic and accurate download of information from the vehicle such as miles, hours, idle time, and fault codes when the unit is fueled. This information can then be used for preventative maintenance scheduling and repairs before a problem or breakdown occurs.

The Fuel Master system is supported and interfaces with the City wide Munis system to eliminate entering data by hand. The Fuel Master system can also be expanded to accommodate alternative fueling stations such as (CNG) Compressed Natural Gas.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: None.

FINANCIAL IMPACT: The FY 2013 Capital Lease Budget appropriated \$176,110 for the purchase of one (1) Fuel Master Fuel Management System in line 40110120-72140. The total cost to purchase the unit is \$182,651.76. The \$6,541.76 difference will be offset by savings in other vehicles purchased through the lease program. Stakeholders may locate this purchase in the FY 2013 Capital, Enterprise, and Other Fund Budget Document on Page #117.

Respectfully submitted for Council consideration.

Prepared by: Jim Karch, PE CFM, Director Public Works

Reviewed by: Barbara J. Adkins, Deputy City Manager

Financial & budgetary review by: Timothy L. Ervin, Budget Officer

Recommended by:

David A. Hales
City Manager

Motion by Alderman Purcell, seconded by Alderman Fazzini that the purchase of a Fuel Master Fuel Management System for Public Works Department's Fleet Management Division utilizing the National Joint Purchasing Alliance Contract #052109-SYS from Illinois Oil Marketing, Pekin, IL, be approved, in the amount of \$182,651.76, and the Purchasing Agent be authorized to issue a Purchase Order.

The Mayor directed the clerk to call the roll which resulted in the following:

Ayes: Aldermen Stearns, Mwilambwe, Schmidt, McDade, Fazzini, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Request to Approve Purchase of one (1) Ford F250 with Snow Plow for Water Department's Lake Bloomington Maintenance Division

RECOMMENDATION/MOTION: That the purchase of one (1) Ford F250 with Snow Plow for Water Department's Lake Bloomington Maintenance Division utilizing the State of Illinois Joint Purchasing Contract #4017340 from Bob Ridings Inc., Taylorville IL, be approved, in the amount of \$27,929, and the Purchasing Agent be authorized to issue a Purchase Order for same.

STRATEGIC PLAN LINK: Goal 1 – Financially Sound City Providing Quality Basic Services.

STRATEGIC PLAN SIGNIFICANCE: Objective 1.a. – In order to be responsive to citizen needs, adequate resources must be provided to employees to fulfill the goal of providing quality basic services. This purchase will replace a truck that is at the end of its useful life and will end up costing more to maintain than replacing the vehicle. This provides value to the citizen and allows services to be delivered in a cost-effective manner.

BACKGROUND: The Lake Bloomington Maintenance Division has a 2006 Ford F250 with over 100,000 miles on it. This unit is used daily in the operation of maintaining the Lake Division. It is used to plow snow around the lake and clear the parking lots that are maintained by the City. Repairs this past year include front end and steering, drive line, and air conditioning.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: None.

FINANCIAL IMPACT: The FY 2013 Water Lake Bloomington Budget appropriated \$27,200 for the purchase of one (1) Ford F250 with Snow Plow for the Lake Bloomington Maintenance Division of the Water Department line 50100140-72130. The total cost to purchase the unit is \$27,929. The \$700 overage will be offset from savings in other expenditure line items;

stakeholders may locate this purchase in the FY 2013 Capital, Enterprise, and Other Fund Budget Document on Page #312.

Respectfully submitted for Council consideration.

Prepared by: Jim Karch, PE CFM, Director Public Works

Reviewed by: Barbara J. Adkins, Deputy City Manager

Reviewed by: Craig M. Cummings, Director of Water

Financial & budgetary review by: Timothy L. Ervin, Budget Officer

Recommended by:

David A. Hales
City Manager

Motion by Alderman Purcell, seconded by Alderman Fazzini that the purchase of a Ford F250 with Snow Plow for Water Department's Lake Bloomington Maintenance Division utilizing the State of Illinois Joint Purchasing Contract #4017340 from Bob Ridings Inc., Taylorville IL, be approved, in the amount of \$27,929, and the Purchasing Agent be authorized to issue a Purchase Order.

The Mayor directed the clerk to call the roll which resulted in the following:

Ayes: Aldermen Stearns, Mwilambwe, Schmidt, McDade, Fazzini, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Purchase of Protective Wear for Firefighters

RECOMMENDATION/MOTION: That the purchase of thirty (30) sets of firefighter protective clothing from MES Global, be approved, in an amount not to exceed \$72,000, and the Purchasing Agent be authorized to issue a Purchase Order for same.

STRATEGIC PLAN LINK: Goal 1 – Financial Sound City Providing Quality Basic Services.

STRATEGIC PLAN SIGNIFICANCE: Objective 1.a. – Providing fire protection and rescue services to the community is a “basic service.” Specialized protective clothing allows firefighters to enter and work safely in hazardous conditions, which is providing “adequate resources to support defined services and service levels.”

BACKGROUND: Firefighter protective clothing is on a seven (7) year replacement schedule. This schedule is based on the National Fire Protection Association’s (NFPA) recommended useful life for firefighting protective wear. Each year the department replaces approximately twenty percent (20%) of its total inventory. Additional sets of protective clothing are purchased to replace any damaged beyond repair, as well as sets needed to equip new hires.

The gear that the department uses was selected in 2006 during an extensive evaluation process that involved technical specification comparison, wear testing, warranty and cost. Based on the experience with the gear selected, staff is recommending no change in the gear used. One major factor is the gear in use has a shell warranty of seven (7) years against any damage that occurs during firefighting operations. Previous to using this gear the department had a line item for gear repair that amounted to approximately \$15,000. In addition, the department had to keep multiple extra sets of gear for use while an individual firefighter’s gear was in for repair. The change to this gear has resulted in significant savings in both repair costs and in stocking of extra sets as well as better performance at emergency scenes.

By establishing a quoted agreement now, the manufacturer is committing to a lower annual rate of pricing increase than has been present in the past.

The price for a standard set of protective wear is \$2,369. There are additional charges for rush orders and/or larger sizes (size 60 and over).

Vendor	Cost per Turn-out Gear Assembly	Total Cost of 30 Sets of Turn-out Gear
MES Global	\$2,369.00	\$71,070.00
Time Emergency Equipment	\$2,703.75	\$81,112.50
Globe Manufacturing Company	\$4,208.98	\$126,269.40

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: None.

FINANCIAL IMPACT: The FY 2013 Budget appropriated \$71,070 in line item 10015210-62191 (Protective Wear) for thirty (30) sets of firefighter’s protective clothing for new hires and to replace a portion of the existing clothing. This appropriation is found on page #237 of the FY 2013 General Fund Budget.

Respectfully submitted for Council consideration.

Prepared by: Eric Vaughn, Asst. Chief/Training Officer

Reviewed by: Michael Kimmerling, Fire Chief

Financial & budgetary review by: Timothy L. Ervin, Budget Officer

Recommended by:

David A. Hales
City Manager

Motion by Alderman Purcell, seconded by Alderman Fazzini that the purchase of thirty (30) sets of firefighter protective clothing from MES Global, Deer Creek, IL, be approved, in an amount not to exceed \$72,000, and the Purchasing Agent be authorized to issue a Purchase Order.

The Mayor directed the clerk to call the roll which resulted in the following:

Ayes: Aldermen Stearns, Mwilambwe, Schmidt, McDade, Fazzini, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Analysis of Bids for one (1) Bomag Tandem Vibratory Roller for the Public Works Department's Street Maintenance Division

RECOMMENDATION/MOTION: That the bid for one (1) Bomag BW120AD-4 Vibratory Roller for Public Works Department's Street Maintenance Division be awarded to Martin Equipment, Goodfield, IL, in the amount of \$34,500 and the Purchasing Agent be authorized to issue a Purchase Order for same.

STRATEGIC PLAN LINK: Goal 1 - Financially Sound City Providing Quality Basic Services. The purchase of the Bomag Tandem Vibratory Roller will enhance compaction, productivity and safety within Public Works Department's Street Maintenance Division.

STRATEGIC PLAN SIGNIFICANCE: Objective 1.a. - Enhance productivity to ensure goals are met within the Public Works Department.

BACKGROUND: On December 11, 2012, a bid was let out for the purchase of a replacement Vibratory Roller for the Street Maintenance Division so that staff can improve productivity and improve the finished product with better compaction. On January 2, 2013, the bids were opened and the results are as follows:

Bidder's Name	Make & Model Bid	Net Amount
Martin Equipment	Bomag BW120AD-4	\$34,500
Altorfer Inc.	Caterpillar CB24	\$36,837
Birkeys Equipment	Wacker RD27-120	\$36,900
Birkeys Equipment	Case DV202	\$36,900

Martin Equipment, Goodfield IL, met all the bid specifications and was the lowest bidder.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: None.

FINANCIAL IMPACT: The cost for the purchase of a Bomag Tandem Vibratory Roller is \$34,500. Funds for the agreement have been budgeted in the FY 2013 Street Maintenance budget (10016120-72140 - Capital Equipment). This line item has multiple items budgeted for purchase in FY 2013. The amount budgeted for the Bomag Tandem Vibratory Roller was \$50,000. Stakeholders may locate this purchase in the FY 2013 General Fund Budget Document on page #271.

Respectfully submitted for Council consideration.

Prepared by: Jim Karch, PE CFM, Director Public Works

Reviewed by: Barbara J. Adkins, Deputy City Manager

Financial & budgetary review by: Timothy L. Ervin, Budget Officer

Recommended by:

David A. Hales
City Manager

Motion by Alderman Purcell, seconded by Alderman Fazzini that the bid for a Bomag BW120AD-4 Vibratory Roller for Public Works Department's Street Maintenance Division be awarded to Martin Equipment, Goodfield, IL, in the amount of \$34,500, and the Purchasing Agent be authorized to issue a Purchase Order.

The Mayor directed the clerk to call the roll which resulted in the following:

Ayes: Aldermen Stearns, Mwilambwe, Schmidt, McDade, Fazzini, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Analysis of Bids for one (1) Ford F550 with 37 Foot Aerial Lift and Service Body for Public Works Department's Street Maintenance Division

RECOMMENDATION/MOTION: That the bid for one (1) Ford F550 with 37 Foot Aerial Lift and Service Body for Public Works Department's Street Maintenance Division be awarded to Bob Ridings Inc., Taylorville IL, in the amount of \$97,495, and the Purchasing Agent be authorized to issue a Purchase Order for same.

STRATEGIC PLAN LINK: Goal 1 – Financially Sound City Providing Quality Basic Services.

STRATEGIC PLAN SIGNIFICANCE: Objective 1.a. – This vehicle purchase provides the resources needed to continue efficient operations in Public Works Department's Street Maintenance Division. This purchase also reduces the costs for repair and maintenance within the Streets Maintenance Division.

BACKGROUND: The Street Maintenance Division has a 2004 Ford F550 Aerial Lift truck with over 130,000 miles on it. The miles on this unit are high as are the engine hours. The engine has to run while the vehicle is parked to pull and drive sign posts, and run the aerial lift to reach signs high overhead. This unit has had engine, emission, and electrical problems. On December 13, 2012, a bid was let out for the purchase of a Ford F550 with 37 Foot Aerial Lift and Service Body for the Street Maintenance Division. On January 2, 2013, the bids were opened and the results are as follows:

Bidder's Name	Make & Model Bid	Net Amount
Bob Ridings Inc., Taylorville, IL	Ford F550 & Versalift SST37EIH	\$97,495
Altec Industries Inc., Elizabethtown, KY	Ford F550 & Altec AT37G	\$94,162
Linco Precision LLC, El Paso, IL	Warner Service Body & Dura-Lift Bucket (Partial Bid)	\$70,563
Koenig Equipment, Peoria, IL	No Bid	\$0

Bob Ridings meet all of the bid specifications. Altec Industries bid a continuous rotation aerial device and the bid specification called for a non-continuous rotation aerial device. Linco was a partial bid as it did not include the Ford F550 chassis.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: None.

FINANCIAL IMPACT: The FY 2013 Capital Lease Budget appropriated \$125,000 for the purchase of one (1) Ford F550 with 37 Foot Aerial Lift and Service Body in line 40110120-72130. The total cost to purchase the unit is \$97,495. Stakeholders may locate this purchase in the FY 2013 Capital, Enterprise, and Other Fund Budget Document on Page #117.

Respectfully submitted for Council consideration.

Prepared by: Jim Karch, PE CFM, Director Public Works

Reviewed by: Barbara J. Adkins, Deputy City Manager

Financial & budgetary review by: Timothy L. Ervin, Budget Officer

Recommended by:

David A. Hales
City Manager

Motion by Alderman Purcell, seconded by Alderman Fazzini that the bid for a Ford F550 with 37 Foot Aerial Lift and Service Body for Public Works Department's Street Maintenance Division be awarded to Bob Ridings Inc., Taylorville IL, in the amount of \$97,495, and the Purchasing Agent be authorized to issue a Purchase Order.

The Mayor directed the clerk to call the roll which resulted in the following:

Ayes: Aldermen Stearns, Mwilambwe, Schmidt, McDade, Fazzini, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Analysis of Bids for one (1) Ford F350 with Service Body and Front Mounted Valve Turner for Water Department's Water Transmission and Distribution Division

RECOMMENDATION/MOTION: That the purchase of one (1) Ford F350 with Service Body and Front Mounted Valve Turner for Water Department's Water Transmission and Distribution Division from Bob Ridings Inc., Taylorville IL, be approved, in the amount of \$70,695, and the Purchasing Agent be authorized to issue a Purchase Order for same.

STRATEGIC PLAN LINK: Goal 1- Financially Sound City Providing Quality Basic Services.

STRATEGIC PLAN SIGNIFICANCE: Objective 1.a. - In order to be responsive to citizen needs, adequate resources must be provided to employees to fulfill the goal of providing quality basic services. This purchase will replace a truck that is at the end of its useful life and will end

up costing more to maintain than replacing the vehicle. This provides value to the citizen and allows services to be delivered in a cost-effective manner.

BACKGROUND: Water Department has a 2003 Ford F450 with over 88,000 miles on it. This unit is used daily to exercise water valves and to run hydraulic tools. While the miles on this unit are not particularly high the engine hours are. The engine has to run while the vehicle is parked to pump water out of holes while water distribution pipes are being repaired and to run pipe cutters and tapping equipment. This unit has been having engine and electrical problems. On December 18, 2012 a bid was let out for the purchase of a Ford F350 with Service Body and Front Mounted Valve Turner for the Water Transmission and Distribution Division. On January 4, 2013 the bids were opened and the results are as follows:

Bidder's Name	Make & Model Bid	Net Amount
Bob Ridings Inc.	Ford F350& all Bid Equipment	\$70,695
Linco Precision LLC	Warner Service Body& Wachs Valve Exercisor	\$34,393
Leman Chevy City	Not applicable	No Bid

Bob Ridings meet all of the bid specifications. Linco was a partial bid as it did not include the Ford F350 chassis.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: None.

FINANCIAL IMPACT: The FY 2013 Water Transmission and Distribution Division Budget appropriated \$79,700 for the purchase of one (1) Ford F350 with Service Body and Front Mounted Valve Turner in line 50100120-72130. The total cost to purchase the unit is \$70,695. Stakeholders may locate this purchase in the FY 2013 Capital, Enterprise, and Other Fund Budget Document on Page #307.

Respectfully submitted for Council consideration.

Prepared by: Jim Karch, PE CFM, Director Public Works

Reviewed by: Barbara J. Adkins, Deputy City Manager

Reviewed by: Craig M. Cummings, Director of Water

Financial & budgetary review by: Chris Tomerlin, Budget Analyst

Recommended by:

David A. Hales
City Manager

Motion by Alderman Purcell, seconded by Alderman Fazzini that the purchase of a Ford F350 with Service Body and Front Mounted Valve Turner for Water Department's

Water Transmission and Distribution Division from Bob Ridings Inc., Taylorville IL, be approved, in the amount of \$70,695, and the Purchasing Agent be authorized to issue a Purchase Order.

The Mayor directed the clerk to call the roll which resulted in the following:

Ayes: Aldermen Stearns, Mwilambwe, Schmidt, McDade, Fazzini, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Request to Approve Lease of one (1) Mitsubishi I-MIEV for Public Works Department's Engineering Division

RECOMMENDATION/MOTION: That the lease for one (1) Mitsubishi I-MIEV for Public Works Department's Engineering Division from O'Brien Mitsubishi, Normal IL, for a two (2) year period be approved, in the amount of \$1,663.20, and the Mayor and City Clerk be authorized to execute the necessary documents.

STRATEGIC PLAN LINK: Goal 5 – Great Place – Livable, Sustainable City.

STRATEGIC PLAN SIGNIFICANCE: Objective 5.c. – The City is continuing to evaluate alternate fuels for the City's fleet to promote both sustainability concepts and provide for cost efficient services. By approving this lease program, staff will be able to evaluate an electric vehicle for daily inspection work performed by staff.

BACKGROUND: The Engineering Division has a 2005 Mitsubishi Endeavor that has over 95,000 miles on it. This unit is used daily for the inspection of public infrastructure improvements to streets, sewers, traffic, sidewalks, and storm drainage systems. The Mitsubishi I-MIEV is an all-electric vehicle. With daily use, the Mitsubishi Endeavor averaged sixty (60) gallons per month fuel usage. At the current price for unleaded fuel, the cost per month is \$174. The lease cost for the Mitsubishi I-MIEV is \$69.30 per month.

The City will be partnering with the Town of Normal with this two (2) year lease. This will enable the City to perform a good evaluation of electric vehicles in the daily operation of the City without a large out lay of capital and no long term obligation. Although paragraph 1 of the lease states that \$5,000 is due at the time of lease signing or delivery, paragraph 6 clarifies that the amount will be received in the form of "rebates and non-cash credits". A reading of the entire lease clarifies that the entire amount the City will pay is \$1,663.20 over the span of twenty-four (24) months.

In FY 2012, the City installed two (2) vehicle charging stations. One (1) of the charging stations is at the Lincoln Parking Garage and the other is in the parking lot east of the Government Center. With the City Engineers and Engineering Technicians located in the Government Center, this is an ideal situation to test an electric vehicle.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Town of Normal.

FINANCIAL IMPACT: The FY 2013 Budget appropriated \$4,010.92 in Public Works Department's Engineering Division budget line item 10016120-73401, (Principal Lease Payments). The total cost to lease the Mitsubishi I-MIEV is \$1,656.00 for two (2) years. The existing vehicle will be sold on at an online public auction and has an expected value of \$4,500. Stakeholders may locate this purchase in the FY 2013 Capital, Enterprise, and Other Fund Budget Document on Page #285.

Respectfully submitted for Council consideration.

Prepared by: Jim Karch, PE CFM, Director Public Works

Reviewed by: Barbara J. Adkins, Deputy City Manager

Financial & budgetary review by: Timothy L Ervin, Budget Officer

Reviewed as to legal sufficiency by: J. Todd Greenburg, Corporation Counsel

Recommended by:

David A. Hales
City Manager

Motion by Alderman Purcell, seconded by Alderman Fazzini that the lease for a Mitsubishi I-MIEV for Public Works Department's Engineering Division from O'Brien Mitsubishi, Normal IL, for a two (2) year period be approved, in the amount of \$1,663.20, and the Mayor and City Clerk be authorized to execute the necessary documents.

The Mayor directed the clerk to call the roll which resulted in the following:

Ayes: Aldermen Stearns, Mwilambwe, Schmidt, McDade, Fazzini, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Government Center Operation and Maintenance Expenses in the amount of \$383,635 for Calendar Year (CY) 2013

RECOMMENDATION/MOTION: That Attachment No. Eleven to Amendment to Lease and Operation and Maintenance Agreement for the City/County Office Building be approved and the Mayor and City Clerk be authorized to execute the necessary documents.

STRATEGIC PLAN LINK: Goal 1- Financially Sound City Providing Quality Basic Services.

STRATEGIC PLAN SIGNIFICANCE: Objective 1.d. - Several City departments and numerous employees are located in the Government Center. The Government Center is a vital facility for the City and the public. By working with the County and sharing operation and maintenance expenses for the Government Center, the City is able to continue to provide quality basic services.

BACKGROUND: The City and McLean County jointly lease the Government Center facility from the Public Building Commission (PBC). According to the terms of the lease, the County and City must each make an annual payment to the PBC to cover operation and maintenance expenses for that year. The amount of payment is determined each year based upon the previous year's experience and anticipated additional expenses. The City's share for CY 2013 has been determined to be \$383,635.

The lease requires the parties to execute an attachment to the lease every year to indicate the operation and maintenance expenses due for that year. Staff respectfully recommends approval of the attachment and authorization for payment.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: The \$383,635 operation and maintenance expense will be paid from the FY 2014 budget and is budgeted in the Government Center department under account 10015485-70510.

Respectfully submitted for Council consideration.

Prepared by: Rosalee Dodson, Asst. Corporation Counsel

Financial & budgetary review by: Chris Tomerlin, Budget Analyst

Reviewed as to legal sufficiency by: Rosalee Dodson, Asst. Corporation Counsel

Recommended by:

David A. Hales
City Manager

**ATTACHMENT NO. ELEVEN TO AMENDMENT TO LEASE AND OPERATION AND
MAINTENANCE AGREEMENT FOR THE CITY/COUNTY OFFICE BUILDING**

Pursuant to the provisions of that certain AMENDMENT TO LEASE AND OPERATION AND MAINTENANCE AGREEMENT for the City/County Office Building at 115 E. Washington Street, Bloomington, Illinois dated November 20th, 2001, between the undersigned parties, the City and County agree to pay to the PBC for the period beginning January 1st, 2013 and ending December 31st, 2013 the sum of \$748,864.00. Of this total, the City agrees to pay \$383,635 and the County agrees to pay \$374,432.00;

The PBC agrees to perform the operation, maintenance, upkeep and safekeeping functions for the City/County Office Building for the one-year period beginning January 1, 2013 said functions being all pursuant to the provisions of Section III of the Lease, dated November 20th, 2001.

The City and County agree to cause the necessary tax levies to be made to provide for the collection of the funds needed to pay the amounts hereinabove set forth.

COUNTY OF MCLEAN

By: Matt Sorensen
Chairman, County Board
Executed: December 18, 2012

ATTEST:

Kathy Michael
County Clerk

PUBLIC BUILDING COMMISSION OF
MCLEAN COUNTY, ILLINOIS

By: _____
Its Chairman
Executed: _____

ATTEST:

Its Secretary

CITY OF BLOOMINGTON

By: Stephen F. Stockton
Its Mayor
Executed: January 29, 2013

ATTEST:

Tracey Covert
City Clerk

Motion by Alderman Purcell, seconded by Alderman Fazzini that Attachment No. Eleven to Amendment to Lease and Operation and Maintenance Agreement for the City/County Office Building be approved and the Mayor and City Clerk be authorized to execute the necessary documents.

The Mayor directed the clerk to call the roll which resulted in the following:

Ayes: Aldermen Stearns, Mwilambwe, Schmidt, McDade, Fazzini, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Agreement with the City, Town of Normal, McLean County, Bloomington-Normal Water Reclamation District and Ecology Action Center pertaining to Storm Water Education Services

RECOMMENDATION/MOTION: That the proposed three (3) year agreement authorizing the Ecology Action Center, (EAC), to provide Storm Water Education and Public Participation Programs be approved, on a time and materials basis for a total annual fee not to exceed \$10,570, and that the Mayor and City Clerk be authorized to execute the necessary documents.

STRATEGIC PLAN LINK: Goal 5 - Great Place to Live—Livable, Sustainable City.

STRATEGIC PLAN SIGNIFICANCE: Objective 5.c. - Providing storm water education is required by the City's National Pollution Discharge Elimination System, (NPDES), Permit (<http://www.cityblm.org/index.aspx?page=120>) to discharge storm water to receiving bodies of water. This contract with the EAC to provide educational programs is a fulfillment of that

Illinois Environmental Protection Agency, (IEPA), requirement, and helps ensure that our creeks and streams are cleaner and safer for the citizens of Bloomington and Normal.

BACKGROUND: The Storm Water Education Program enables City, Town of Normal, McLean County, and Bloomington-Normal Water Reclamation District meet public education and outreach requirements of their NPDES Phase II Storm Water Management Plans. The EAC provides an education and outreach program on storm water runoff pollution on behalf of the program partners to meet this federal mandate. The EAC has been providing this service for six (6) years.

Storm water runoff pollution is a type of nonpoint source pollution, the leading type of water pollution in the nation. Raising awareness and assisting residents in simple practices in runoff pollution reduction can help improve our water quality locally.

The EAC conducts storm water outreach through multiple activities:

- Clean Water school programs to all third (3rd) grade classes in Bloomington and Normal, in addition to Tri-Valley Elementary School, Hudson Elementary School, and Towanda Elementary School.
- Storm Drain Stenciling throughout Bloomington, Normal, and appropriate areas of smaller McLean County municipalities. Storm Drain Stenciling involves painting clean water messages next to storm water inlets on public streets while also providing handouts door-to-door identifying the issue of storm water pollution and how residents can help reduce it.
- Rain Barrel workshops to help residents reduce storm water pollution.
- Promotion of rain gardens, which also reduce storm water pollution, through demonstration rain gardens in public areas.
- Interpretive signage in public places near bodies of water.
- Promotion of lawn care practices which reduce storm water pollutants through the Yard Smart program.
- Development of the “mCLEANwater” watersheds web site to act as a resource on watershed issues for the McLean County community, (www.mCLEANwater.org).

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: EAC.

FINANCIAL IMPACT: The FY 2013 Storm Water Budget appropriated \$11,000 for the EAC to provide Storm Water Education and Public Participation Programs in line item 53103100-70690, (Other Purchased Services). Stakeholders may locate this purchase in the FY 2013 Capital, Enterprise, and Other Fund Budget Document on Page #367. When budgeted in the City’s old accounting system the line item account was 70990, (Other Purchased Services).

Respectfully submitted for Council consideration.

Prepared by: Jim Karch, Director of Public Works

Reviewed by: Barbara J. Adkins, Deputy City Manager

Reviewed by: Craig Cummings, Director of Water
Financial & budgetary review by: Timothy Ervin, Budget Officer
Reviewed as to legal sufficiency by: J. Todd Greenburg, Corporate Counsel
Recommended by:

David A. Hales
City Manager

AGREEMENT FOR STORM WATER EDUCATION PROGRAM SERVICES

This agreement is entered into this 1st day of February, 2013, between the City of Bloomington, the Town of Normal, McLean County, and the Bloomington-Normal Water Reclamation District (hereinafter referred to as “City”, “Town”, “County”, and “BNWRD”) and the Ecology Action Center, an Illinois not-for-profit corporation (hereinafter referred to as the “Center”).

A. Purpose of This Agreement

The purpose of this agreement is to establish a framework for the continuing administration and implementation of a storm water education program, hereafter referred to as the “Program” to include storm water education programming for the City, Town, County, and BNWRD and assist the City, Town, County, and BNWRD in meeting the public education and outreach requirements of their National Pollution Discharge Elimination System (NPDES) Phase II Storm Water Management Plans.

B. Period of Agreement

The period of this agreement is (3) years commencing on February 1, 2013 and ending on January 31, 2016. Either party may terminate this agreement for any reason with a minimum of sixty (60) days written notice to the other party.

C. Services

1. City, Town, County, and BNWRD

The City, Town, County, and BNWRD shall:

- a. provide program guidance and oversight; and
- b. provide funding for the Program in accordance with item “D” of this agreement.

2. Center

The Center shall:

- a. provide the storm water education services to the City, Town, County, and BNWRD as outlined in the Appendix A, being the Center's proposed Storm Water Education Program; and
- b. complete the following reporting requirements: 1) quarterly progress reports to the City, Town, County, and BNWRD; and 2) annual reports to the City, Town, County, and BNWRD in the form and content required for submittal to the Illinois Environmental Protection Agency.

D. Project Costs:

1. Annual payments of \$10,570.00 each shall be made by the City and the Town by March 1st, pending receipt of an invoice from the Center by February 15th. Beginning February 1, 2014, such annual payment shall be adjusted on February 1st of each year by the lesser of 3% or the percentage increase in the Consumer Price Index All Urban Consumers All Items Chicago Area Published by the U. S. Department of Labor Bureau of Labor Statistics.
2. Annual payments of \$2,125.00 each shall be made by the County and BNWRD by March 1st, pending receipt of an invoice from the Center by February 15th. Beginning February 1, 2014, such annual payment shall be adjusted on February 1st of each year by the lesser of 3% or the percentage increase in the Consumer Price Index All Urban Consumers All Items Chicago Area Published by the U. S. Department of Labor Bureau of Labor Statistics.

It is understood by all parties that payment in support of this agreement is contingent upon the availability of Program revenue and/or funds provided through the City, Town, County, and BNWRD.

- E. Center shall save and hold the City, Town, County, and BNWRD, (including its officials, agents and employees) free and harmless and indemnify City, Town, County, and BNWRD from all liability, public or private, penalties, contractual or otherwise, losses, damages, costs, attorney's fees, expenses, causes of actions, claims or judgments, resulting from claimed injury, damage, loss or loss of use for any person, including natural persons and any other legal entity, or property of any kind (including, but not limited to choices in action) arising out of or in any way connected with Center's performance under this agreement.
- F. This agreement may be modified by mutual consent of the parties hereto and agreed to in writing, and does not preclude separate agreements between the Center and individual units of local government for additional services.
- G. Center agrees to execute and does hereby represent that the affirmations contained in Exhibit 1 attached hereto are true and correct.

Stephen F. Stockton
City of Bloomington

January 29, 2013

Christopher Koos
Town of Normal

January 4, 2013

Matt Sorensen
McLean County

January 15, 2013

Robert Carter
Bloomington-Normal Water Reclamation District

January 8, 2013

Kari Sandhaas
EAC Board President

January 4, 2013

APPENDIX A

The Center shall:

1. Provide the following storm water education services to the City, Town, County, and BNWRD:
 - a. Ongoing program evaluation
 - b. Perform Clean Water education programs in Bloomington-Normal schools and Tri-Valley Elementary School, Hudson Elementary School, and Towanda Elementary School
 - c. Provide informational displays at local events (Earth Day, Sugar Creek Arts Festival, Illinois Sustainable Living and Wellness Expo, etc.)
 - d. Conduct the Yard Smart program to promote reduction in use of synthetic fertilizers
 - e. Encourage reduction of stormwater runoff through coordination of rain barrel workshops and rain garden workshops
 - f. Promote and coordinate public involvement in watershed activities such as stream clean up events, storm drain stenciling and promote related programs such as RiverWatch stream monitoring
 - g. Expand clean water educational efforts in rural areas including the Lake Bloomington community, Towanda and Hudson to encourage proper septic system maintenance, stream buffers, and awareness of storm water issues
 - h. Conduct multimedia stormwater educational campaign
 - i. Maintain McLean County Watersheds Forum website as resource for information on local water issues, watershed plans, with online forums of topics related to clean water

2. Provide for the administration of the program to include:
 - a. Submission of quarterly progress reports to the City, Town, County, and BNWRD on the activities conducted in compliance with this agreement;
 - b. Combining of relevant programs as appropriate in order to avoid duplication and reduce costs and time;
 - c. Submission of required reports and updates to the Illinois Environmental Protection Agency (IEPA);
 - d. Invoices for services performed in accordance with item "D" of this agreement.

Exhibit 1

Contractor Certification

Contractor on behalf of contractor certifies that the following representations are true and correct and further agrees as a condition of doing business with the Town of Normal to require all of Contractor's subcontractors and sub-subcontractors to certify that the following representations are true and correct for each subcontractor and sub-subcontractor:

1. Contractor certifies that no Town of Normal officer or employee has any interest in the proceeds of this contract.
2. Contractor certifies that same has not committed bribery or attempted bribery of an officer or employee of any governmental official whether on the federal, state or local level.
3. Contractor certifies that same has not been barred from conducting business with any governmental unit whether federal, state or local.
4. Contractor certifies that the business entity its officers, directors, partners, or other managerial agents of the business have not been convicted of a felony under the Sarbanes-Oxley Act of 2002 nor have any of the same been convicted of any felony under state or federal securities laws.
5. Contractor certifies that same has not been barred from contracting with any unit of state or local government as a result of a violation of 720 ILCS 5/33E-3 (bid-rigging) or 720 ILCS 5/33E-4 (bid-rotating).
6. Contractor certifies that same is not delinquent in the payment of any debt or tax due the State or the Town of Normal.
7. Contractor certifies that same has read the Drug-Free Workplace Act (30 ILCS 580/1 et.seq.) and is in compliance with the act on the effective date of this contract.
8. Contractor certifies that same shall maintain books and records relating to the performance of this contract as necessary to support amounts charged under the contract for a period of three (3) years from the later of the date of final payment under the contract or completion of the contract.
9. Contractor agrees to comply with applicable provisions of the Town of Normal Human Rights Ordinance, the Illinois Human Rights Act, the U.S. Civil Rights Act and the Americans with Disabilities Act.

10. Contractor certifies that the same is an “Equal Opportunity Employer” as defined by Section 2000 (e) of Chapter 21, Title 42 U.S. Code Annotated and applicable Executive Orders.
11. Contractor certifies in accordance with the State of Illinois Steel Products Procurement Act (30 ILCS 565/ et.seq.) that steel products used or supplied in the performance of this contract are manufactured or produced in the United States.
12. Contractor certifies that same is in compliance with the Employment of Illinois Workers on Public Works Act (30 ILCS 570/ et seq.).
13. Contractor certifies that same is in compliance with the State of Illinois Public Works Employment Discrimination Act (775 ILCS 10/ et seq.).
14. Contractor certifies that same is in compliance with the State of Illinois Prevailing Wage Act (820 ILCS 130/et seq.).
15. Contractor certifies that for public works contracts exceeding one hundred thousand dollars (\$100,000) in value contractor is in compliance with the Town of Normal Responsible Bidder Ordinance which requires Contractor to participate in applicable apprenticeship and training programs approved by and registered with the United States Department of Labor’s Bureau of Apprenticeship and Training. (This provision shall not apply to federally funded projects if such application would jeopardize the receipt of use of federal funds in support of such project.)
16. Contractor certifies that same is or is not (please circle applicable designation) a Minority and Female Business Enterprise as defined by the State of Illinois (30 ILCS 575/et seq.).

Contractor: Kari Sandhaas

Date: January 4, 2013

Program Budget

ITEM	cost	quantity	subtotal
Clean Water School program			\$ 5,400
Staff time in classroom	\$60	60	\$3,600
administration			\$300
Travel to schools			\$300
Program supplies			\$ 300
Printing			\$200
Cups for sending message home			\$ 700
Yard Smart Program			\$3,850
Rain Barrel Workshops	\$150	9	\$1,350
Yard Walk			\$400
Administration			\$600
Promotion			\$500

ITEM	cost	quantity	subtotal
Printing			\$400
Supplies			\$600
Lake Smart Program and rural education efforts			\$4,000
staff time			\$1,600
printing			\$400
postage			\$500
Signage for rural stormwater			\$500
Demonstration Rain Garden			\$1,000
Community involvement: Volunteer Stream Clean-up, Storm Stenciling Program, etc.			\$4,390
Staff time for organization of groups			\$2,300
Travel			\$225
Stencils			\$800
Supplies for stenciling			\$465
Volunteer supplies (trash bags, rewards, drinks, etc.)			\$600
Presentations to community groups, displays at public events	\$150	15	\$2,250
Multimedia campaign, newsletters, displays			\$3,500
McLean County Watershed Forum website			\$2,000
TOTAL			\$25,390

Motion by Alderman Purcell, seconded by Alderman Fazzini that the three (3) year agreement authorizing the Ecology Action Center to provide Storm Water Education and Public Participation Programs be approved, on a time and materials basis for a total annual fee not to exceed \$10,570, and that the Mayor and City Clerk be authorized to execute the necessary documents.

The Mayor directed the clerk to call the roll which resulted in the following:

Ayes: Aldermen Stearns, Mwilambwe, Schmidt, McDade, Fazzini, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Intergovernmental Agreement with McLean County for Police Booking Services

RECOMMENDATION/MOTION: That the Intergovernmental Agreement for Police Booking Services be approved, in the amount of \$24,108, and the Mayor and City Clerk be authorized to execute the necessary documents.

STRATEGIC PLAN LINK: Goal 1 – Financially Sound City Providing Quality Basic Services.

STRATEGIC PLAN SIGNIFICANCE: Objective 1.e. – Utilizing the McLean County Sheriff’s Department for booking, retention, and fingerprinting reduces costs for the Police Department by not incurring the expense of having City owned jail facilities thus providing the most cost effective service.

BACKGROUND: For several years an intergovernmental agreement has been in effect between the City and McLean County Sheriff’s Department for retention, mug shots, booking, and fingerprinting. This has proven to be an efficient and cost effective booking procedure which has reduced our liability because incarcerated subjects are rarely held at the Police Department.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: None.

FINANCIAL IMPACT: The cost of the agreement for one (1) year is \$24,108 (\$2,009 per month), a three percent (3%) increase for 2013. The term of the agreement is January 1, 2013 - December 31, 2013, renewable on a year to year basis and has been budgeted in line item 10015110-70690 for contractual services. For stakeholders this can be found in the City’s Five (5) Year Operating and Capital Investment Budget 2013-2017 General Fund Book on page 220. The description of the object is “Other Purchased Services”. The line item in the City’s old financial system was “70990”.

Respectfully submitted for Council consideration.

Prepared by: Clay Wheeler, Interim Chief of Police

Financial & budgetary review by: Chris Tomerlin, Budget Analyst

Reviewed as to legal sufficiency by: J. Todd Greenburg, Corporation Counsel

Recommended by:

David A. Hales
City Manager

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE COUNTY OF McLEAN AND THE CITY OF BLOOMINGTON**

Whereas, the City of Bloomington has requested the County of McLean to provide booking services:

And

Whereas, the County of McLean has booking facilities:

And

Whereas, the Constitution of the State of Illinois, Article VII, Section 10 and 5 ILCS 220 et seq. permits and encourages intergovernmental cooperation and agreements;

Now therefore, the parties hereto agree as follows:

1. The County of McLean will perform booking services for the City of Bloomington which services shall include but not be limited to the following: completing all booking forms, finger-printing, taking mug shots, bonding, releasing and transferring persons in custody.
2. The City of Bloomington Police Department shall deliver any individuals taken into custody to the McLean County Detention Facility for booking. The City may bring individuals to the facility twenty-four (24) hours a day, seven (7) days a week, including holidays. The City will complete the necessary paperwork for each person delivered for booking. The County will not accept any individuals needing or asking for medical care. The City will obtain medical care for any individual apparently in need of such care prior to transferring that person to the facility for booking. The City of Bloomington shall have no responsibility for any individuals once they have been transferred to the County for booking, beyond that which may be required by statute.
3. The County shall have full responsibility for all individuals delivered for booking by the City of Bloomington. This responsibility shall include the cost of any medical care administered during the booking process. The County will indemnify and hold the City harmless from all causes of action, whether judicial or administrative, and the costs of defending any such actions arising out of any intentional or negligent act performed by the County, its employees and/or agents during the course of booking any individual for the City of Bloomington pursuant to this agreement. Such actions shall include, but are not limited to, civil rights actions, property damage actions, personal injury actions, or any actions seeking recovery of money or other remedies.
4. The City of Bloomington will indemnify and hold harmless the County of McLean from all causes of action, whether judicial or administrative, and the costs of defending any such actions arising out of any intentional or negligent acts performed by the City, its employees or agents prior to transferring an individual to the County for booking. Such

action shall include but are not limited to civil rights actions, property damage actions, personal injury actions, or any actions seeking recovery of money or other remedies.

5. The City will pay the County at an annual rate of Twenty Four Thousand One Hundred and Eight Dollars (\$24,108) per year for booking services. The City will pay this fee regardless of whether it uses the County's booking services during any particular month and regardless of the number of individuals it delivers to the County for booking.
6. Total amount due herein shall be paid in twelve (12) equal monthly payments of two Thousand Nine Dollars and no cents (\$2,009) at the first of each month.
7. The County may terminate this agreement at any time when payments required hereunder have not been paid. The County is relying on this agreement to hire personnel to satisfy its responsibilities under this agreement accordingly the City of Bloomington may not terminate this agreement without giving the County six (6) months notice of its intent to terminate.
8. This agreement shall be in effect from January 1, 2013 through December 31, 2013. Thereafter this agreement may be renewable on a year to year basis subject to adjustments in the amount charged for the services provided.
9. All notices required herein shall be in writing and shall be sent via registered or certified mail return requested or by an overnight courier service to the persons listed below. A notice shall be deemed to have been given when received by the party at the address set forth below.

Notices to Bloomington Police Department shall be sent to:

Clay Wheeler, Interim Chief of Police
Bloomington Police Department
305 S. East
Bloomington, IL 61701

Notices to County of McLean shall be sent to:

Russell Thomas, Chief Deputy
McLean County Sheriff's Department
104 West Front Street
P.O. Box 2400
Bloomington, IL 61702-2400

10. Both parties agree to comply with all applicable federal and state nondiscrimination, equal opportunity and affirmative action laws, orders and regulations.
11. This Agreement is to be governed and construed in accordance with the laws of the State of Illinois.

12. The relationship of each party to the other under this Agreement shall be that of Independent Contractor.
13. The failure of either party at any time to enforce any provision of this Agreement shall in no way be construed to be a waiver of such provisions or affect the validity of this Agreement or any part thereof, or the right of either party thereafter to enforce each and every position in accordance with the terms of this Agreement.
14. In the event that any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this Agreement, which shall remain in full force and effect and enforceable in accordance with its terms.
15. This Agreement may not be assigned by either party without the prior written consent of the other party.
16. This Agreement shall constitute the entire Agreement between the parties with respect to the subject matter herein supersedes all prior communications and writings with respect to the content of said Agreement.
17. This Agreement may not be modified by either party unless such modification is mutually acceptable to both parties, is reduced to writing and signed by both parties.

The persons signing this Agreement represent and warrant that they have authority to bind their respective parties.

APPROVED:

Stephen F. Stockton, Mayor, City of Bloomington

January 29, 2013

Clay Wheeler, Interim Chief of Police, City of Bloomington

January 29, 2013

ATTEST:

Tracey Covert, City Clerk, City of Bloomington

January 29, 2013

APPROVED:

Matt Sorensen, Chairman, McLean County Board

December 18, 2012

Mike Emery, Sheriff of McLean County

January 3, 2013

ATTEST:

Kathy Michael, Clerk of the County Board of
McLean County, IL

December 20, 2012

Motion by Alderman Purcell, seconded by Alderman Fazzini that the Agreement for Police Booking Services be approved, in the amount of \$24,108, and the Mayor and City Clerk be authorized to execute the necessary documents.

The Mayor directed the clerk to call the roll which resulted in the following:

Ayes: Aldermen Stearns, Mwilambwe, Schmidt, McDade, Fazzini, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Proposed Ordinance Amending City Code Chapter 27. Water Department, Section 36

RECOMMENDATION/MOTION: That the Text Amendment to Chapter 27. Water Department, Section 36 be approved and the Ordinance passed.

STRATEGIC PLAN LINK: Goal 2 - Upgrade City Infrastructure and Facilities.

STRATEGIC PLAN SIGNIFICANCE: Objective 2.b. - Having an ample supply of quality water is critical to all functions of the City.

BACKGROUND: Staff prepared and Council approved a Water Emergency Response Ordinance in July of 2012. This Ordinance has served the City well during the drought of 2012/2013. Specific drought alert phases contained within that Ordinance are based upon certain reservoir levels; the further the reservoir levels decline, the more restrictive the drought response becomes.

During 2012 the drought was nearly a textbook example of the public perception of a drought. That is, the spring may be somewhat normal in terms of temperatures and precipitation but the summer is dry and hot and the lack of precipitation may extend, as it did in 2012, into the fall. Agricultural yields may suffer, non-irrigated lawns may go into dormancy and outdoor activities may thrive. However, once crops are harvested, the need for watering plants declines and outdoor activities are limited due to the falling temperatures, thoughts of a drought fade.

In reality though, a drought can begin and/or extend through the various seasons of the year. In fact, the central part of Illinois remains in a drought, albeit with less severe consequences currently. The original Water Emergency Ordinance did not take into consideration seasonal variations in determining the response to particular reservoir levels. For example, in the original ordinance, a severe drought is defined as a ten foot (10') or greater deficit in the two (2) reservoirs, Lake Bloomington and Evergreen Lake. There was no consideration of when, (seasonally), that ten foot (10') deficit might be present. In months when consumption is much lower due to typical seasonal variation and recovery in reservoir levels is expected due to the seasonal variations in precipitation, that ten foot (10') deficit expressed as a severe drought level is appropriately defined. However, if that same ten foot (10') deficit were present in May when temperatures are rising, water consumption is increasing dramatically, and evaporation from the reservoirs increases dramatically as well, the severe drought level is not appropriate.

Therefore, in light of this concern, staff requested that Layne Hydro, consultant, who assisted with the original Water Emergency Ordinance, research a revision to the drought trigger levels that take into consideration seasonal impacts. The report on the suggested changes to the Ordinance has been provided to the Council. In brief, it suggests that reservoir deficits in the months of May, June, July and August, the peak pumpage and evaporation months, should be more stringent, (less of a deficit to cause water conservation actions), than the other months of the year.

The revision to the Ordinance provides for the same responses to the drought categories so that decision makers and customers are not presented with a different set of responses to given drought level declarations. What does change is that the month that a particular reservoir deficit occurs will determine the severity of the drought declaration.

In the previously mentioned example, the drought categories will change based upon the month that the deficit occurs; a Critical Month Drought Alert Phase is defined as a particular combined reservoir level deficit during the months of May, June, July and August. The "critical month" designation refers to the months when temperatures are increasing to their highest levels for the year, water use is typically the greatest, and evaporation from the reservoirs is at the highest levels as well. These are the months when conservation efforts will make the greatest impact in response to declining reservoir levels.

The Non-Critical Month Drought Alert Phase is defined as a particular combined reservoir level deficit during the months of September, October, November, December, January, February, March and April. The "non-critical month" designation refers to the months when temperatures are increasing towards or declining from their highest levels of the year, water use is typically at a lower, more uniform state, and evaporation from the reservoirs is at much lower levels as compared to the "critical" months. These are the months when conservation efforts will make much less of an impact in response to declining reservoir levels.

In essence, if a deficit of greater than two feet (2') occurs in a critical month, that deficit will trigger a Moderate Drought Phase as compared to a deficit of greater than eight feet (8') in a non-critical month triggering the same drought phase. A deficit of greater than four feet (4') in a critical month is considered a Severe Drought Phase as compared to a deficit of greater than ten

feet (10') in a non-critical month and lastly, a deficit of greater than six feet (6') in a critical month is considered an Extreme Drought Phase as compared to a deficit of greater than twelve feet (12') in a non-critical month.

Although the 2012/2013 drought has been successfully navigated through a combination of actions, by changing to these more stringent drought phases in response to declining reservoir levels in critical months, the local water supply can be extended and conservation efforts will have greater impacts in the future.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: None at this time. Due to the need to move forward with this Ordinance prior to critical months in 2013, no discussion took place at this time. However, public comment will be sought concerning this ordinance with discussions surrounding the overall water conservation plan, slated for the summer 2013.

FINANCIAL IMPACT: There will be no financial impact.

Respectfully submitted for Council consideration.

Prepared by: Craig M. Cummings, Director of Water

Reviewed by: Barbara J. Adkins, Deputy City Manager

Financial & budgetary review by: Chris Tomerlin, Budget Analyst

Reviewed as to legal sufficiency by: J. Todd Greenburg, Corporation Counsel

Recommended by:

David A. Hales
City Manager

ORDINANCE NO. 2013 - 04**AN ORDINANCE AMENDING BLOOMINGTON CITY CODE CHAPTER 27**

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Bloomington, ~~Illinois~~:

SECTION 1. That Bloomington City Code Chapter 27, Section 36 be amended to read as follows (additions are indicated by underlining; deletions are indicated by strikeouts):

Chapter 27: Section 36: Water Emergency Response Ordinance.**(a) DECLARATION OF POLICY, PURPOSE, AND INTENT**

Purpose: To achieve the greatest public benefit from domestic water use, sanitation, fire protection and to provide water for other purposes in an equitable manner and to preserve water quality, the City of Bloomington, ~~Illinois~~ adopts the following regulations and restrictions on the delivery and consumption of water.

This Ordinance is hereby declared necessary for the preservation of public health, safety, welfare and enhances water supply operational flexibility and shall take effect upon its adoption by the City of Bloomington, ~~Illinois~~.

Whenever, in the judgment of the City Council of the City of Bloomington, ~~Illinois~~, it becomes necessary to conserve water in the service area, due to drought, water treatment capacity or other conditions, the City of Bloomington, ~~Illinois~~ Water Department is authorized to issue a Proclamation that existing drought or other conditions prevail over fulfillment of the usual water-use demands. The Proclamation is an attempt to prevent depleting the water supply to the extent that water-use for human consumption, sanitation, fire protection and other essential needs become endangered.

Immediately upon the issuance of such a Proclamation, regulations and restrictions set forth under this Ordinance shall become more effective and remain in effect until the water shortage is terminated and the Proclamation rescinded.

Water uses, regulated or prohibited under the Ordinance, are considered to be non-essential and continuation of such uses during times of water shortage is deemed to constitute a waste of water, subjecting the offender(s) to penalties.

The provisions of the Ordinance shall apply to customers within the jurisdiction of the City of Bloomington, ~~Illinois~~ Water Department.

(b) DEFINITIONS

For the purposes of this Ordinance, the following definitions shall apply:

Aesthetic water use: water use for ornamental or decorative purposes such as fountains, reflecting pools, and waterfalls

Commercial and industrial water use: water use integral to the production of goods and/or services by any establishment having financial profit as their primary aim.

Critical Month (the months of May, June and July) Drought Alert Phase:

1. Moderate Drought: Combined reservoir water-levels reduced below spillway level by 2 feet or a proclamation that a moderate water emergency exists.

2. Severe Drought: Combined reservoir water-levels reduced below spillway level by 4 feet or a proclamation that a severe water emergency exists.

3. Extreme Drought: Combined reservoir water-levels reduced below spillway level by greater than 6 feet and stream flow in Mackinaw River less than 20 cubic feet per second or a proclamation that an extreme water emergency exists.

Customer: any person, company, or organization using water supplied by the City of Bloomington, Illinois Water Department.

Domestic water use: water use for personal needs or for household purposes such as drinking, bathing, heating, cooking, sanitation, or for cleaning a residence, business, industry, or institution.

Essential water uses: Water used specifically for fire fighting, and to satisfy federal, state, or local public health and safety requirements.

Even numbered address: street addresses, box numbers or rural route numbers ending in 0, 2, 4, 6, 8 or letters A-M; and locations without addresses.

Institutional water use: water use by government, public and private educational institutions, public medians and rights of way, churches and places of worship, water utilities, and other lands, buildings, and organizations within the public domain.

Landscape water use: water used to maintain gardens, trees, lawns, shrubs, flowers, athletic fields, rights of way and medians.

Non-Critical Month (the months of August, September, October, November, December, January, February, March and April) Drought Alert Phase:

1. Moderate Drought: Combined reservoir water-levels reduced below spillway level by 8 feet or a proclamation that a moderate water emergency exists.
2. Severe Drought: Combined reservoir water-levels reduced below spillway level by 10 feet or a proclamation that a severe water emergency exists.
3. Extreme Drought: Combined reservoir water-levels reduced below spillway level by greater than 12 feet and stream flow in Mackinaw River less than 20 cubic feet per second or a proclamation that an extreme water emergency exists.

Odd numbered address: street addresses, box numbers or rural numbers or rural route numbers ending in 1, 3, 5, 7, 9 or letters N-Z.

Water hauling: Water sold by the City of Bloomington at bulk dispensing facility for use at a location other than the location where it was purchased.

Water shortage: lack of adequate available water to meet normal demands due to lower than normal precipitation, reduced stream flows or soil moisture, and/or deterioration of water quality which causes water supplies to be less than usual.

Wholesale customer: A public body that purchases water in bulk and redistributes it to its own customers.

(c) NON-ESSENTIAL WATER USE

All water use categories, other than essential water use, may be curtailed during severe or extreme drought. Some examples of non-essential water uses follow:

A. Residential and Institutional:

1. Washing down sidewalks, walkways, driveways, parking lots, tennis courts, or other hard surface areas.
2. Washing down buildings or structures for purposes other than immediate fire protection.
3. Flushing gutters or permitting water to run or accumulate in any gutter or street.
4. Washing any motor bike, motor vehicle, boat, trailer, airplane or other vehicle in public or private garages or elsewhere.

5. Maintaining fountains, reflection ponds, and decorative water bodies for aesthetic or scenic purposes.
6. Filling or maintaining public or private swimming pools.
7. Sprinkling lawns, plants, trees, and other flora on private or public property, except as otherwise provided under the Ordinance.

B. Commercial and Industrial:

1. Serving water routinely in restaurants.
2. Increasing water levels in scenic and recreational ponds and lakes.
3. Irrigating golf courses and any portion of its grounds, except greens or as otherwise provided under this Ordinance.
4. Obtaining water from hydrants for any purpose other than firefighting.
5. Serving customers who have been given a 10-day notice to repair one or more leaks and has failed to comply.
6. Expanding commercial nursery facilities, placing new sod on commercial and/or residential sod after the drought proclamation, or planting or landscaping when required by site design review process.

(d) RESPONSES TO MODERATE, EXTREME, AND SEVERE DROUGHT ALERT PHASES IN CRITICAL OR NON-CRITICAL MONTHS

Levels of drought are set forth in this ordinance as moderate, severe, and extreme. Proclamations issued by the City of Bloomington, ~~Illinois~~ Water Department shall coordinate to the month of the year and an appropriate response to the level of drought which exists.

Proclamations setting forth responses to the various drought alert phases shall be made by the City of Bloomington, ~~Illinois~~ Water Department and are to be based upon local and/or regional monitoring data.

A. Moderate Drought Alert Phase: If conditions indicate that a moderate drought condition is present and is expected to persist, the City of Bloomington, ~~Illinois~~ Water Department shall notify municipal and county governments and issue press releases concerning the drought conditions to the news media. Large or key water users will be contacted directly by the Water Department.

1. Goal:

(a) Public awareness and education of drought procedures and water saving.

(b) A five percent voluntary water use reduction for residential, commercial, industrial, institutional, wholesale and electric power generation purposes in order to extend the water supply for duration of the drought.

2. General Responses:

(a) Issue a Public Notice of Drought Conditions on water supply and demand in a newspaper of general circulation within the affected community and region. This statement shall include a list of non-essential water uses (SECTION (c)).

(b) Institute an increased water supply system maintenance effort to identify and correct water leaks by initiating a complete leak detection survey.

- Leaks greater than 100 gallons per minute under the control of the Water Department will be corrected within 72 hours of the Department becoming aware of the leak.

(c) Encourage customers of the City of Bloomington, ~~Illinois~~ Water Department to comply with the listed voluntary water-use restrictions in all categories while moderate drought conditions exist.

3. Water-Use Restrictions:

(a) Residential:

- Reduce domestic, landscaping, and water-based recreational activities such as swimming pools, water slides, and other related water activities.

(b) Commercial, Industrial, and Institutional:

- Reduce aesthetic, domestic, landscaping, and water-based recreational activities such as swimming pools, water slides, and other related water activities.
- Water sold for transport elsewhere (“water hauling”) shall have the rate doubled.

(c) Agricultural, Irrigation and Livestock:

- Implement conservation techniques; explore different water saving methods, and use alternative sources.

(d) Electric Power Generation:

- Implement conservation techniques; explore different water saving methods, and use alternative sources.

(e) Lake Bloomington

- Prohibit direct water withdrawals from Lake Bloomington

(f) Wholesale customers

- Water use reductions of five percent

4. Water Department Operational Procedures:

- (a) Eliminate hydrant flushing, except that flushing necessary to maintain the water quality in the water distribution system.

B. Severe Drought Alert Phase: A drought of this severity requires official declaration and implementation of mandatory water use restrictions by the City of Bloomington, ~~Illinois~~ Water Department. In such cases, the Department will notify municipal and county governments in the affected drought areas. The Utility will also issue press releases concerning the drought conditions to the news media.

1. Goal:

- (a) Generate a public response that helps alleviate drought stress through mandatory water use restrictions.
- (b) A ten percent water use reduction for residential, agricultural, commercial, industrial, institutional, wholesale and electric power generation purposes.

2. General Responses:

- (a) Issue a Public Notice of Drought Conditions on water supply and demand in a newspaper or general circulation within the affected community and region. This statement shall include a list of water- use curtailment measures.
- (b) Require customers of the City of Bloomington, ~~Illinois~~ Water Department to comply with the listed water-use restrictions in all categories while severe drought conditions exist.

3. Water-Use Restrictions:

(a) Residential:

- Use low-volume hand-held applicators only and prohibit sprinklers, other remote broadcast devices, and water runoff in landscape design maintenance.
- Restrict landscape watering to Tuesday and Saturday for odd-numbered addresses, and Thursday and Sunday for even-numbered addresses.

(b) Commercial, Industrial, and Institutional:

- Prohibit aesthetic water use.
- Reduce domestic water use to minimum levels necessary for maintaining health and safety.
- Prohibit water-based recreational activities except facilities, such as swimming pools and other related water activities that require filtration and/or water recycling.
- Use low-volume hand-held applicators only and prohibit sprinklers, other remote broadcast devices, and water runoff in landscape design maintenance.
- Restrict landscape watering on Tuesday and Saturday for odd-numbered addresses, and Thursday and Sunday for even-numbered addresses.
- Water sold for transport elsewhere (“water hauling”) shall have the rate tripled and shall only be sold on Monday, Wednesday and Friday, 8a.m. to 4 p.m.

(c) Agriculture, Irrigation and Livestock:

- Implement conservation techniques; explore different water saving methods, and use alternative sources.
- Restrict irrigation use from 7:00 p.m. to 7:00 a.m.

(d) Electric Power Generation

- Implement conservation techniques; explore different water saving methods, and use alternative sources.

(e) Lake Bloomington

- Prohibit direct water withdrawals from Lake Bloomington

(f) Wholesale Customers

- Water use reductions of ten percent.

4. Water Department/City Operational Procedures

- Prohibit the use of water-based recreational activities that rely on single use water supply, such as municipal water parks.
- Enact a 24-hour, service-area wide, monitoring system to evaluate the community's response and cooperation to drought procedures.
- Reduce the water supply hydraulic grade-line (levels in water towers) by five feet.

C. Extreme Drought Alert Phase: The City of Bloomington, ~~Illinois~~ Water Department will notify municipal and county governments in the affected drought areas, and issue press releases concerning the drought conditions to the news media. Water-use restrictions imposed during extreme drought conditions are mandatory.

1. Goal:

- (a) A fifteen percent water use reduction for residential, institutional, agricultural, commercial, industrial, and electric power generation purposes.

2. General Responses:

- (a) Issue a Public Notice of Drought Conditions on water supply and demand in a newspaper of general circulation within the affected community and region. This statement shall include a list of water- use curtailment measures.
- (b) Require customers of the City of Bloomington, ~~Illinois~~ Water Department to comply with the listed water-use restrictions in all categories while extreme drought conditions exist.

3. Water-Use Restrictions:

- (a) Residential:

- Reduce domestic water use to minimum levels necessary to maintain health and safety.
- Prohibit water-based recreational activities except facilities, such as swimming pools and other related water activities that employ filtration and/or water recycling.
- Use low-volume hand-held applications only and prohibit sprinklers, other remote broadcast devices, and water runoff in landscape design maintenance.
- Restrict landscape watering on Tuesday and Saturday for odd-numbered addresses, and Thursday and Sunday for even-numbered addresses.

(b) Commercial, Industrial, and Institutional:

- Prohibit aesthetic water use.
- Reduce domestic water use to minimum levels necessary for maintaining health and safety.
- Prohibit water-based recreational activities except facilities, such as swimming pools and other related water activities that employ filtration and/or water recycling.
- Use low-volume hand-held applications only and prohibit sprinklers, other remote broadcast devices, and water runoff in landscape design maintenance.
- Restrict landscape watering on Tuesday and Saturday for odd-numbered addresses, and Thursday and Sunday for even-numbered addresses.
- Cease selling water for transport elsewhere (“water hauling”).

(c) Agriculture, Irrigation and Livestock:

- Implement conservation techniques; explore different water saving methods, and use alternative sources.
- Restrict irrigation use from 12:00 a.m. to 4:00 a.m.

(d) Electric Power Generation

- Implement conservation techniques; explore different water saving methods, and use alternative sources.

(e) Lake Bloomington

- Prohibit direct water withdrawals from Lake Bloomington.

(f) Wholesale Customers

- Water use reductions of fifteen percent.

4. Water Department/City Operational Procedures

- Prohibit water-based recreational activities except facilities, such as swimming pools and other related water activities that require filtration and/or water recycling.
- Prohibit the use of water-based recreational activities that rely on single use water supply, such as municipal water parks.
- Prohibit water-based street cleaning.
- Enact a 24-hour Water Department monitoring system to evaluate the community's response and cooperation to drought procedures.
- Reduce the water supply hydraulic grade-line (levels in water towers) by ten feet.
- Eliminate golf course irrigation, except for greens

(e) NEW WATER SERVICE CONNECTIONS

Correspondence regarding water availability, pipeline extension agreements, and applications requesting service, received and dated after the date of this Ordinance shall include conditions relating to water shortages.

No applications for new, additional, further expanded, or an increase in size of water service connections, meters, service lines, pipeline extensions, approved or installed unless such action is in compliance with provisions of this Ordinance.

(f) WATER RATES

In the event of an extreme drought related water shortage, the City of Bloomington, ~~Illinois~~ Water Department is hereby authorized to monitor water use. Under extreme drought conditions the Water Department's drought water rates will be enacted through the duration of the drought

for all water users except as otherwise noted in this Ordinance. These water rates are defined as the water rates in effect at the time of the extreme drought declaration multiplied by 1.50.

(g) RATIONING

In the event that a drought or other condition(s) threaten(s) the preservation of public health and safety, the City of Bloomington, ~~Illinois~~ Water Department is hereby authorized to ration water.

(h) FINES AND PENALTIES

Except as otherwise stated herein, violators of any provision of this Ordinance shall be penalized.

Violation Classification Penalty

- First offense infraction in severe drought – Courtesy reminder to implement procedures
- First offense infraction in extreme drought -- \$50.00
- Second offense infraction within the same drought period -- \$100.00
- Third and subsequent offense within the same drought period -- \$250.00
- The aforementioned fines and penalties may be in lieu of, or in addition to, any other penalty provided by law.

(i) ENFORCEMENT

Employees of the City of Bloomington, ~~Illinois~~ Water Department, City of Bloomington police officers, firefighters, and plumbing inspectors have the duty, and are hereby authorized to enforce the provisions of this Ordinance and shall have the power and authority to issue written notices to appear when violations of this Ordinance occur during any declared severe or extreme drought or water shortage.

(j) VARIANCES

Persons not capable of immediate water use reduction, or curtailment, because of equipment damage or other extreme circumstances, shall commence gradual reduction of water use within twenty-four hours of the declaration of water use curtailment/reduction and shall apply for a variance from curtailment.

Persons requesting exemption from the provisions of this Ordinance shall file a petition for variance with the City of Bloomington, ~~Illinois~~ Water Department within ten days after such curtailment becomes effective.

When the Drought Ordinance has been invoked by the City of Bloomington, ~~Illinois~~ Water Department, all petitions for variances shall be reviewed by the City of Bloomington, ~~Illinois~~ Water Department Director. Petitions shall contain the following:

1. Name and address of the petitioner(s).
2. Purpose of water use.
3. Specific provisions from which the petitioner is requesting relief.
4. Detailed statement as to how the curtailment declaration adversely affects the petitioner.
5. Description of the relief desired.
6. Period of time for which the variance is sought.
7. Economic value of the water use.
8. Damage or harm to the petitioner or others if petitioner complies with Ordinance.
9. Restrictions with which the petitioner is expected to comply and the compliance date.
10. Steps the petitioner is taking to meet the restrictions from which variance is sought and the expected date of compliance.
11. Other pertinent information.

In order for a variance to be granted, petitioner must show one of more of the following conditions:

- A. Compliance with the Ordinance cannot be technically accomplished during the duration of the water shortage.
- B. Alternate methods can be implemented which will achieve the same level of reduction in water use.

The City of Bloomington, ~~Illinois~~ Water Department Director may, in writing, grant temporary variances for existing water uses otherwise prohibited under the Ordinance if it is determined that failure to grant such variances would cause an emergency condition adversely affecting health, sanitation, or fire protection for the public or the petitioner and if one or more aforementioned conditions is met. The City of Bloomington, ~~Illinois~~ Water Department Water Director shall approve or deny any such variance. Any such variance so ratified may be revoked by later action of the City of Bloomington, ~~Illinois~~ Water Department Director. Any such

variance denied by the City of Bloomington, ~~Illinois~~ Water Department Director can be appealed to the City of Bloomington, ~~Illinois~~ City Manager.

No such variance shall be retroactive or otherwise justify any violation of this Ordinance occurring prior to the issuance of the variance.

Variations granted by the City of Bloomington, ~~Illinois~~ Water Department Director or City Manager shall be subject to the following conditions, unless waived or modified by the City of Bloomington, ~~Illinois~~ Water Department or City Manager.

A. Variations granted shall include a timetable for compliance.

B. Variations granted shall expire when the water shortage no longer exists, unless the petitioner has filed to meet specified requirements.

(k) DROUGHT IMPROVEMENT OR CESSATION

The City of Bloomington Water Department Director, in consultation with the City Manager, shall determine when a drought condition has improved or ceased based upon the critical or non-critical month drought condition definitions contained within this Ordinance. However, in order for a lower drought level condition or overall drought cessation to be declared, the reservoir levels must be maintained at the defined level, or better, for seven consecutive days before restrictions are reduced and a lower drought condition is declared.

(~~k~~) (l) STATUS OF THE ORDINANCE

In the event that any portion of this Ordinance is held to be unconstitutional for any reason, the remaining portions of the Ordinance shall not be affected. The provisions of this Ordinance shall prevail and control in the event of any inconsistency between this Ordinance and other rules and regulations of the City of Bloomington, ~~Illinois~~ and/or State of Illinois.

SECTION 2. Except as provided herein, the Bloomington City Code, as amended, shall remain in full force and effect.

SECTION 3. The City Clerk shall be, and she is hereby directed and authorized to publish this Ordinance in pamphlet form as provided by law.

SECTION 4. This Ordinance is enacted pursuant to the authority granted to the City as a home rule unit by Article VII, Section 6 of the 1970 Illinois Constitution.

SECTION 5. This Ordinance shall take effect immediately upon passage and approval.

PASSED this 28th day of January, 2013.

APPROVED this 29th day of January, 2013.

APPROVED:

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

Motion by Alderman Purcell, seconded by Alderman Fazzini that the Text Amendment to be approved and the Ordinance passed.

The Mayor directed the clerk to call the roll which resulted in the following:

Ayes: Aldermen Stearns, Mwilambwe, Schmidt, McDade, Fazzini, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Proposed Ordinance Amending City Code, Chapter 44. Zoning, Sections 44.3-2, 44.6-30, 44.4-4, and Table 44.6-30

RECOMMENDATION/MOTION: That the Text Amendment to be approved and the Ordinance passed.

STRATEGIC PLAN LINK: Goal 3 - Grow the Local Economy.

STRATEGIC PLAN SIGNIFICANCE: Objective 3.d. - expand retail business. These changes will allow for a new business model to operate within the City with less interference, while maintaining the City's obligation to protect the health, and safety of its citizens.

BACKGROUND: Several months ago staff was approached by entrepreneurs with a desire to operate what has now been defined as "mobile food vending" on private property. As we reviewed their desires against the City's Zoning Ordinance it was determined that unnecessary restrictions were being placed on the operation due to outdated language and concepts. These concepts placed seasonal restrictions on operations; restricted access to customer centers based on zoning classification; and made permitting of the operations burdensome to both the operator and the City's staff.

After reviewing the needs of the business and staff's need to maintain the integrity of the Zoning Ordinance, proposed changes to Chapter 44 were presented to the Planning Commission on January 9, 2013. After discussing the background leading to the changes and deliberating the business model with Stefan Block of *Two Blokes and a Bus*, the Planning Commission voted unanimously to recommend the City Council approve the text amendment to the Bloomington City Code, Chapter 44.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Notice of this case was published in the local paper as well as the business bringing the issue to light. Since this type of operation is not specific to any particular parcel of land or person, no specific notices were sent or signage placed.

FINANCIAL IMPACT: This change in ordinance will allow for a new retail business to operate and generate sales taxes for the City. Staff does not have an estimate for the potential taxes generated from this endeavor. In addition to the annual permit fee collected by the Planning and Code Enforcement Department, staff time to process applications will be reduced.

Respectfully submitted for Council consideration.

Prepared by: Mark R. Huber, Director of PACE
Financial & budgetary review by: Timothy L. Ervin, Budget Officer
Reviewed as to legal sufficiency by: J. Todd Greenburg, Corporation Counsel
Recommended by:

David A. Hales
City Manager

ORDINANCE 2013 - 05
AN ORDINANCE AMENDING CHAPTER 44 OF THE BLOOMINGTON CITY CODE

BE IT ORDAINED BY THE CITY COUNCIL
OF THE CITY OF BLOOMINGTON, ILLINOIS:

SECTION 1. That the Bloomington City Code, 1960, as amended, be further amended by: Underlined text is new and ~~strikethrough~~ text is to be removed.

Adding the following definition, alphabetically to Section 44.3-2, Chapter 44

Mobile Food and Beverage Vendor - a self-contained food service operation, licensed by the McLean County Health Department and located in a readily movable motorized wheeled or towed vehicle, used to store, prepare, display or serve food intended for individual portion service.

Modifying Section 44.6-30 Table of Authorized Principal Uses in Each Zoning District by adding:

(17) If a "13" appears in a column the use is permitted as an accessory use in that zoning district subject to the requirements of section 44.4-4 G, Mobile Food and Beverage Vendor Business.

Modifying Table 44.6-30 by:

Inserting the use "Mobile Food and Beverage Vendor" alphabetically in subsection E, Eating, Drinking Establishments, of the table and placing a "13" in the: S-1, S-2, S-5, C-1, C-2, C-3, B-1, B-2, B-3, M-1, M-2, and W-1 columns.

Modifying Section 44.4-4 as follows.

2. Temporary sales of goods and services may be conducted on the premises of business in any non-residential zoning district as long as the sale complies with the following restrictions:

- (a) No more than three (3) itinerant sales are held on the same premises during any calendar year.
- (b) The duration of said sales shall be limited to no more than three (3) consecutive days and during the regular hours of the principal business.

(c) Sales by other than the principal business itself must be licensed by the City of Bloomington. Such license shall be granted upon submission of the following:

- (1) Description of goods/services to be sold;
- (2) Duration of the sale including time of operation;
- (3) Site plan showing the location of the proposed sale approved by the Planning and Code Enforcement Department;
- (4) Consent of the principal business owner/property owner;
- (5) A surety bond of at least \$3,000.00;
- (6) A minimum of \$20,000 in liability insurance;
- (7) Arrangements for customer parking;
- (8) Arrangements for use of the principal business or owners sanitary facilities, if any;
- (9) IRS Tax Identification No.;
- (10) Illinois Sale Tax Number;
- (11) Address and telephone number of the home base of the transient business;
- (12) Name, address and home and local telephone numbers of the person in charge of the transient business;
- (13) Plans for temporary structures that may be constructed/installed for the use of the transient business approved by the Planning and Code Enforcement Department; and
- (14) \$25 \$50.00 filing fee per location or an annual fee of \$250.00 shall be applicable for Mobile Food Vending operations per section 44.4-4 G.

G. ~~Portable Food~~ Mobile Food and Beverage Vending Businesses in Business Districts and Manufacturing and Warehousing Districts, the S 2 Public Lands and Institutions District, and the S 5 Airport District.

~~Portable food and beverage vending businesses are permitted as accessory uses in the Business Districts, the S 2 Public Lands and Institutions District, and the S 5 Airport District, and Manufacturing and Warehousing Districts cited in Section 44.5 1 of this Code annually from April 1st through October 30th subject to the following restrictions:~~

1. ~~Portable~~ Mobile food and beverage vending businesses operated by other than the principal use itself must be licensed by the City of Bloomington. Such single location license

shall be granted upon submission of the same information required for a temporary sales business as required be Section 44.4-4 F.2. (c) of this Code. An annual license holder shall not be required to provide site specific information as part of their application but shall be responsible for meeting the standards as written.

2. Portable Mobile food and beverage vending businesses operated by the principal use itself shall not be required to have the license, bond, liability insurance, etc. but shall be registered with the City of Bloomington. Said registration shall require the submission of the following information:

- (a) description of goods to be sold;
- (b) hours of operation;
- (c) site plan showing proposed location of such business; and
- (d) name, address and local telephone numbers of the person in charge of the portable food and beverage vending business.

3. Portable Mobile food and beverage vending businesses shall comply with the requirements of Section 44.4-4 F.2. (e) through (k) of this Code for temporary sales. (Ordinance No. 2006-137)

SECTION 2. Except as provided herein, the Bloomington City Code, 1960, as amended shall remain in full force and effect.

SECTION 3. The City Clerk is hereby authorized to publish this ordinance in pamphlet form as provided by law.

SECTION 4. This ordinance shall be effective ten (10) days after the date of its publication.

SECTION 5. This ordinance is passed and approved pursuant to the home rule authority granted Article VII, Section 6 of the 1970 Illinois Constitution.

PASSED this 28th day of January, 2013.

APPROVED this 29th day of January, 2013.

APPROVED:

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

Motion by Alderman Purcell, seconded by Alderman Fazzini that the Text Amendment to be approved and the Ordinance passed.

The Mayor directed the clerk to call the roll which resulted in the following:

Ayes: Aldermen Stearns, Mwilambwe, Schmidt, McDade, Fazzini, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Presentation of the FY2012 Comprehensive Financial Annual Reports as Audited

RECOMMENDATION/MOTION: That the reports be received and placed on file.

STRATEGIC PLAN LINK: Goal 1 – Financially Sound City Providing Quality Basic Services.

STRATEGIC PLAN SIGNIFICANCE: Objective 1.a. - The production of the City's annual financial statements and completion of the annual audit process by a qualified independent entity outside the City provides assurance of the City's financial status and internal control framework.

BACKGROUND: The City's Comprehensive Annual Financial Statements, (CAFR), for both the City and the US Cellular Coliseum were issued on December 21, 2012 by Sikich, LLP, an independent audit firm, who provided an unqualified or "clean" opinion on both financials. An unqualified opinion means the financial statements have been audited to gain reasonable assurance that the financial statements present fairly, in all material respects. Sikich conducts its annual audits in accordance with auditing standards generally accepted in the United States of America and standards issued by the Comptroller General of the United States. Both audits have been filed with all appropriate agencies. The audits have also been posted on the City's web site and previously provided to the Council.

The Council has also been provided separate financial statements for the Library Foundation, Foreign Fire Insurance Board, and the Police and Fire Pension Funds. These funds conduct their own record keeping and transacting and therefore have separate independent audits conducted

under the same auditing standards as the City. The resulting financial statements are incorporated into the City's CAFR as these are funds of the City.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: None.

FINANCIAL IMPACT: An unqualified audit opinion is a major factor in maintaining the City's credit rating which is a solid "AA". A reaffirmation of the City's credit rating or credit rating increase; translates into real dollars through lower borrowing rates.

Respectfully submitted for Council consideration.

Prepared by & financial review by: Patti-Lynn Silva, Director of Finance

Recommended by:

David A. Hales
City Manager

Mayor Stockton introduced this item.

David Hales, City Manager, addressed the Council. The Comprehensive Annual Financial Report (CAFR) was received in December 2012. There was a separate CAFR for the US Cellular Coliseum, (USCC). The CAFR demonstrated the City's upward progress. He noted the City's overall financial health. He recognized the efforts of Paulette Hurd, Chief Accountant. He cited the role of Patti-Lynn Silva, Finance Director. Documents were brought together for Sikitch, LLP, City's outside auditor. He introduced Chad Lucas, Sikitch partner. He expressed his opinion that the Finance Department staff and Sikitch made a strong team.

Chad Lucas, Sikitch partner, addressed the Council. He expressed his appreciation for the opportunity to address them. He noted the Finance Department's staff's efforts. The audit needed to be completed in addition to staff's other day to day responsibilities. He acknowledged that the USCC CAFR had been completed in two (2) parts: operating and City side. An unqualified opinion had been issued for the USCC.

He addressed the Statement of Net Assets table (see page 3). He cited the change in same, (a decline of \$873,256). He directed the Council to the expense section which addressed depreciation. He noted that Management Letters had also been issued.

Alderman Fazzini commented on the USCC's bond debt service, (\$2 million annually). He added that the Convention and Visitor's Bureau determined the impact that this facility had on the community. This information did not appear on the City's books and no credit was given for same. This impact provided a total picture of the USCC.

Mr. Hales added that on the facility's fifth (5th) anniversary the economic impact was estimated at over \$70 million.

Alderman Stearns stated that all City assets have a financial impact upon the community. She questioned if the City's bond rating consider the economic impact of an individual asset. Mr. Lucas responded that he was unsure.

Mr. Lucas addressed the City's CAFR. He noted the Statistical Section which had not been audited. Sikitch had given an unqualified opinion. He cited the Management Letter and noted that the most important information was located on pages 15 – 20. He added that this letter was written by the City's management staff. Mr. Lucas noted that in the current year the General Fund was down slightly.

Mayor Stockton noted that these documents would be placed on the City's web site.

Mr. Lucas stated that the CAFR contained basic financial statements. He directed the Council to the Statement of net Assets, (see page 38). Net assets were cited. He also cited the Statement of Activities, (see page 40). The decrease was related to the bonds issued for the City's ERI (Early Retirement Incentive) Program. The Statement of Revenues, Expenditures and Changes in Fund Balances was located on page 43. This was a listing of each fund's financial statement. In total, the City had seen an increase. Proprietary Funds Balance Sheet was found on page 45. The Notes to Financial Statements, (see pages 57 – 115), provided detailed information. He specifically addressed 23. Prior Period Adjustments, (see page 115). This was required and provided supplemental information for items such as pensions.

Mr. Hales addressed Storm Water Management Fund, (see Proprietary Funds Balance Sheet - page 45).

Mr. Lucas stated that the Storm Water Management Fund included an IEPA, (Illinois Environmental Protection Agency), loan which is held by the City on BNWRD's, (Bloomington Normal Water Reclamation District), behalf. The asset belonged BNWRD while the City held the liability.

Alderman Stearns questioned OPEB, (Other Post Employment Benefits). Mr. Lucas stated that pension liability was separate. He added that GASB, (Government Accounting Standards Board), 34 which took effect in 2008 addressed OPEB.

Mr. Hales questioned if Sikitch had comparative data for the City regarding pensions. Mr. Lucas directed the Council to Required Supplemental Information Schedule of Funding Progress Illinois Municipal Retirement Fund, (IMRF), (see page 116). He noted the six (6) year trend. IMRF at retirement segregated liability and asset. Prior to the City's ERI Program, the City had been over eighty-four percent (84%) funded. Currently, the City was thirty-two percent (32%) funded. Market value also impacted the funded ratio. He believed that Sikitch could provide benchmarks to other governmental units in the state.

Mayor Stockton stated that the City had decided to pay off the ERI debt in six (6) years.

Mr. Hales added that the City had refinanced the debt due to interest charges. This action had resulted in a substantial reduction in interest.

Mr. Lucas noted that the maturity date for the bonds was 2015.

Mayor Stockton thanked Sikitch for their efforts.

Motion by Alderman Purcell, seconded by Alderman Fazzini that the reports be received and placed on file.

The Mayor directed the clerk to call the roll which resulted in the following:

Ayes: Aldermen Stearns, Mwilambwe, Schmidt, McDade, Fazzini, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Presentation of Proposed General Resurfacing and Street and Alley Repair for CY 2013

RECOMMENDATION/MOTION: None. (*Presentation only*)

STRATEGIC PLAN LINK: Goal 2 - Upgrade City Infrastructure and Facilities, Goal 3 - Strong Neighborhoods, and Goal 5 – Great Place – Livable and Sustainable City by maintaining street infrastructure.

STRATEGIC PLAN SIGNIFICANCE: Objectives 2.a., 3.d. and 5.a. - The City's Pavement Management Program (PMP) will provide good stewardship by maintaining the existing pavement infrastructure.

BACKGROUND: The Public Works Department has put together a 2013 PMP which takes a systematic and comprehensive approach to maintaining the existing pavement. The \$4,000,000 budget for the upcoming construction season (Spring FY2013 & FY2014) is an increase of \$500,000 from the previous year.

	<u>Contract Dollar Range</u>	<u>Percentage</u>
2013 General Resurfacing – large streets	\$2,590,000	65%
2013 Street and Alley Repair		
-Small Streets	\$1,000,000	25%
-Patching Areas	\$ 100,000	2.5%
-Alley Resurfacing	\$ 60,000	1.5%
Shoulder Repair	\$ 50,000	1%
2013 Preservation Program	\$ 200,000	5%
TOTAL:	\$4,000,000	100%

During the 2011 construction season, \$2,450,000 was spent on the resurfacing program whereas \$3,500,000 was budgeted for the 2012 construction season.

In order to commence work as early as possible in FY 2013, the following schedule is recommended:

January 28, 2013 Present 2013 PMP to Council. Allow time for evaluation and input by same.

February 11, 2013 Council to approve final locations for each contract. The locations need to be finalized without further modifications so that underground infrastructure investigation and surface inlet structures can be inspected in order for repairs to be included in the contract specifications prior to bidding. Staff is moving toward a process of reviewing all infrastructure prior to any resurfacing work.

March 25, 2013 Advertise for bids for 2013 Street and Alley Repair.

March 25, 2013 Advertise for bids for 2013 General Resurfacing.

March 25, 2013 Negotiate 2013 Pavement Preservation.

March 25, 2013 Council approval of Intergovernmental Agreement with McLean County for shoulder work to be done by County Highway Department.

April 8, 2013 Open bids for 2013 General Resurfacing.

April 8, 2013 Open bids for 2013 Street and Alley Repair.

April 22, 2013 Council approval of contract for 2013 Street and Alley Repair.

April 22, 2013 Council approval of contract for 2013 General Resurfacing.

April 22, 2013 Council approval of contract for 2013 Pavement Preservation.

September 30, 2013 Work complete for 2013 PMP.

Last year, General Resurfacing and Street and Alley Repair projects were bid. The Pavement Preservation contract was negotiated as there was only a lone bidder for this contract in 2011. Reclamite Preservative treatment is a proprietary product and only Corrective Asphalt Materials is licensed to serve this area of the Midwest.

The Public Works Department has been in discussions with the County Highway Department regarding shoulder maintenance work for City maintained streets. Over time shoulder stone migrates towards the ditch leaving the edge of pavement exposed which can accelerate pavement deterioration along the edge. Doing shoulder maintenance work efficiently requires special equipment that local contractors do not have. The County Highway Department has the equipment and personnel trained for maintaining aggregate shoulders along rural roads and highways. The Highway Department uses their equipment every spring to do maintenance work along their roads. Adding thirteen (13) miles of City streets with stone shoulders to their work each spring is something they are willing to consider through an intergovernmental agreement. Staff intends to bring such an agreement to Council for consideration in the near future.

The Public Works Department has evaluated the merits of including comprehensive curb and gutter replacement when resurfacing various streets with poor curbs and gutters. Prices for curb and gutter can vary greatly depending on the amount and location of the work. In general replacing curb and gutter along with the resurfacing work will double the cost. It is recommended the City continue with the current practice of replacing bad curb and gutter at select locations.

In order to comply with the American with Disabilities Act, (ADA), the City is required to bring sidewalk ramps into compliance when resurfacing a street. The costs associated with bringing sidewalk ramps into compliance will be included in each resurfacing project.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: None.

FINANCIAL IMPACT: By starting the PMP early in the construction season, staff anticipates favorable unit pricing from the vendors. The City Manager's recommended budget for FY 2014 includes \$4,000,000 for the construction year 2013 PMP.

Respectfully submitted for Council consideration.

Prepared by: Jim Karch, PE CFM, Director of Public Works

Reviewed by: Barbara J. Adkins, Deputy City Manager

Reviewed by: John Kennedy, Director of Parks, Rec & Cultural Arts

Financial & budgetary review by: Timothy L. Ervin, Chief Budget Officer

Reviewed as to legal sufficiency by: Rosalee Dodson, Asst. Corporation Counsel

Recommended by:

David A. Hales
City Manager

Mayor Stockton introduced this item.

David Hales, City Manager, addressed the Council. He noted the presentation made to the Infrastructure Committee on January 22, 2013. He cited the 2013 Preliminary Resurfacing List. The proposed project expenditure for Fiscal Year (FY) 2014 was \$4 million. Tonight, there would be a presentation. He hoped to have Council vote on street resurfacing and alley repair in the near future. He noted that the current FY budget was \$3.5 million. He added that FY 2014 budget would include \$2 million for new construction. Motor Fuel Tax (MFT) funds would be used for these projects. The FY 2014 budget would include a \$500,000 increase for streets. The Council and City staff were committed to street repairs and infrastructure.

Jim Karch, Public Works Director, addressed the Council. He provided a brief history of the Pavement Program. He hoped that the Council would grant approval of the streets to be listed in the FY 2014 Resurfacing program at their next meeting. He informed them that the City's Street Rating System had been placed on the City's web site. He addressed City staff's efforts in the area of preventative maintenance.

Work continued on the City's Sewer Master Plan. Sewers will also be rated. He cited age as a factor. A Sewer Map had been prepared which documented the age of same. Mr. Karch noted those dated prior to 1900 and 1940. This work was under the pavement.

City staff's approach went beyond overlaying streets. He cited the Complete Infrastructure Rehabilitation Block-by-Block initiative. He addressed curb and gutter work. He cited the cost for same. On some streets, the curb and gutter was completed lost to overlaying. He also addressed sidewalks. He noted their function. He addressed ADA, (Americans with Disabilities Act), requirements. Sidewalks must be upgraded. City staff looked at the condition of same. He noted how a sidewalk can improve the look and feel of a neighborhood street. He also cited water mains and fire hydrants. He noted their age and repair costs. City staff tried to keep everything in context.

He addressed the Preliminary Resurfacing List which had an associated cost of \$4.5 million. He cited the need. City staff had developed an aggressive schedule. He hoped that the City would receive good pricing and the work would be completed in a timely manner.

Mr. Hales complimented the Public Works Department staff. He cited the permanent patching work which would continue. The Streets and Sewer Division staff coordinated their efforts with the Engineering Division staff. By next year, there would be more comprehensive information available regarding City streets, sewers, water mains, etc.

This would be beneficial as the Council and City staff establish priorities and coordinate needs. He restated his appreciation to City staff for their efforts.

Alderman Fazzini cited his visits to other Central Illinois communities. He noted the City's street rating system. Mr. Karch restated that the Street Rating System was on the City's web site. Engineering staff was responsible for keeping this information up to date. The goal was to evaluate every City street every three (3) years.

Alderman Fazzini questioned the reporting of potholes. Mr. Karch stated that the goal was to respond within seventy-two (72) hours.

Alderman Schmidt noted the projected FY 2014 General Fund expenditure. She questioned if this figure included CDBG (Community Development Block Grant) funds. Mr. Karch expressed his hope to partner with the City's Community Development program on sidewalks. He added that the Engineering staff was developing a Sidewalk Master Plan which included a rating system. He would continue to work with PACE (Planning & Code Enforcement) Department's staff.

Alderman Schmidt questioned the status of the Bike Plan. She believed that there had been high level discussions regarding same. Mr. Hales informed the Council that there had been little progress to date. He cited the Town of Normal's Bike Plan.

Alderman Mwilambwe questioned the \$500,000 incremental increases. Mr. Hales hoped that there would be additional funds available. There were no simple choices. The City needed additional revenue and/or service reductions. The Council would receive the preliminary budget at their February 11, 2012 meeting. The current funding levels were not sufficient to maintain the City's infrastructure. He warned the Council that there would be large sums needed to address City's sewers. In addition, there were other needs. He cited Fire Stations as an example. He restated that in the future there would be a twenty (20) year City Assets Master Plan.

Mr. Karch noted that there would be \$4 million in General Fund revenue plus \$2 million in MFT funds. The MFT funds would be directed towards new construction. He noted that there was a funding gap. He cited pavement treatments such as Reclamite and CRF which extend the pavement life. In addition, the Streets and Sewers Division staff performed permanent pothole patching.

Alderman Mwilambwe questioned Ft. Jesse Rd. He also noted the street rating system. He added that Ft. Jesse Rd. was a high visibility street. Mr. Karch noted that City staff considered daily traffic volume. City staff needed to balance low and high volume streets. The cost to bring all of the City's streets up to a rating of six (6) was \$60 million. The goal was to develop an annual program which was viable.

Alderman Purcell noted that the resurfacing work would be spread throughout the City. He questioned if a funding increase was needed. Mr. Karch responded that any

dollars provided would be used. He acknowledged that there were competing needs in the City.

Mr. Hales added that the goal of street resurfacing was to extend the life of the street. He noted the impact upon City streets due to emergency water main and/or sewer repairs. The goal was to take a comprehensive approach.

Mayor Stockton cited the Council's decision eight (8) years ago to increase funding for street resurfacing.

Alderman Fruin also addressed Ft. Jesse Rd. Alderman Mwilambwe added between Airport and Hershey Rds. Alderman Fruin believed that this road would be a joint project with the Town of Normal. Mr. Karch responded negatively. This portion of Ft. Jesse Rd. was the City's right of way. The shared responsibility involved the intersections and it was for the traffic signals.

Alderman Fazzini had visited six (6) Central Illinois cities. The Council and City staff needed to share ideas. He addressed the idea of a local MFT which he did not believe would impact the cost of gasoline. The City of Champaign received \$1.5 million from same. These dollars were dedicated to street projects. There appeared to be a trend that additional dollars were needed for street resurfacing.

Mayor Stockton encouraged the Council to drive the City's streets and listen to the citizens.

Mr. Hales reviewed the proposed schedule.

The following was presented:

SUBJECT: Wirtz Beverage Property Tax Abatement

RECOMMENDATION/MOTION: That the proposed property tax abatement agreement, executed by the Board of Trustees of the Bloomington Public Library, be approved, and the Resolution adopted.

STRATEGIC PLAN LINK: Goal 4 - Grow the Local Economy.

STRATEGIC PLAN SIGNIFICANCE: Objective 4.b. - Attraction of new targeted business.

BACKGROUND: Wirtz Beverage Illinois is an affiliate of Chicago based Wirtz Corporation, which has interests in banking, real estate, insurance, sports, entertainment and wholesale distribution. The project in question would build a new mid-state headquarters facility for Wirtz Beverage Illinois on the west side of Bloomington Normal, just north of IL 9. The property is commonly located north of Valley View Dr., west of Wyle Dr., and south of Enterprise Dr.

This facility would serve several functions. First, it would serve as a warehouse facility for the company's distribution of wine, spirits and beer to many customers in the Bloomington/Normal area as well as other downstate communities. Secondly, the facility would serve as a sales headquarters, wherein representatives from all around the region could gather for regular meetings. Lastly, the facility would include office space in order to support operations.

In all, this new construction project would invest a minimum of \$7.25 million into taxable property in Bloomington and would locate at least 120 jobs here. These jobs would carry an average wage of \$46,100, which is significantly higher than the area per capita income level of \$28,167, (according to the US Census Bureau, American Community Survey 5 Year Estimate for McLean County, Table B19301). Further, this project would fall into the category of logistics and warehousing – one of five industries specifically targeted as part of the new five (5) year strategic plan for economic development in the twin cities.

Wirtz is requesting a five (5) year freeze on the real taxes owed on the site in question. The freeze, if approved by the taxing bodies, would allow Wirtz to pay the same amount of taxes as was owed on the site in 2011 and hold that amount steady for the next five (5) years while the company invests into the site. After the five (5) year period is over, the company's taxes will rise to take into account the new investment. At that point, all taxing bodies would begin to collect the full amount of post investment taxes.

This incentive is necessary in order to make the project financially viable. The company has options to either build fresh in Peoria or upgrade an existing facility in Peoria to accommodate the project. The company has indicated their preference to locate in Bloomington if they can make the project feasible.

As proposed, this arrangement protects the taxing bodies by guaranteeing that they will collect the existing pre project level of property taxes throughout the next five (5) years. Simultaneously, this would allow Wirtz to realize the economic benefits of their new investment for five (5) years before paying the full amount of property taxes on that investment.

The amount of abated tax will vary from taxing body to taxing body based on the size of each taxing body's specific levy, (an estimate of said breakdown is provided within the Financial Impact section of this memo). If one or more taxing bodies choose not to participate, this will have no affect whatsoever on taxing bodies that do choose to participate. The Economic Development Council (EDC) believes that most of the taxing bodies affecting the property will support this conservative, limited-term tax incentive.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: EDC for the Bloomington-Normal Area: the EDC supports this project because it will support job growth in Bloomington/Normal and will increase the property tax base through new investment. The total proposed incentive package to Wirtz is both reasonable in size and will be effective in winning the project. They strongly encourage local leaders to support this resolution. To date, the following taxing bodies have approved the property tax abatement under their jurisdiction: the City, McLean County, Bloomington-Normal Airport Authority, Unit 5 Schools, and Heartland Community College.

FINANCIAL IMPACT: The tables below were provided by the EDC and demonstrate the potential value of the capital investment and related property tax abatement as proposed for each of the taxing bodies affecting the parcel.

Project Assumptions:	
Current EAV on property:	\$5,195
New Construction on Building:	\$7,250,000
EAV Increase on Building:	\$2,416,667 estimated @ 1/3 new investment cost
Final EAV after Project:	\$2,421,862

Taxing Body	Tax Rate 2011	Real Tax 2011	Est. Future Tax (same rate)	Abatement (per year)
McLean County	0.91571	\$48	\$22,177.23	\$22,130
City of Bloomington	1.05955	\$55	\$25,660.84	\$25,606
BN Water Reclamation Dist.	0.1639	\$9	\$3,969.43	\$3,961
BLM-NRM Airport Authority	0.15486	\$8	\$3,750.49	\$3,742
CUSD Unit 5 Normal	4.73499	\$246	\$114,674.91	\$114,429
City of Bloomington Township	0.14328	*\$7	\$3,470.04	\$3,463
City of Bloomington Library	0.25073	\$13	\$6,072.33	\$6,059
Heartland Community College	0.47584	\$25	\$11,524.19	\$11,499
Total	7.89886	\$403	\$191,299	\$190,890

Value of abatement after 5 years:	% of Project Costs
\$954,448	13.16%

**Estimated based on township levy existing EAV on property*

There are a number of other ways in which this project will be beneficial to the community outside of the basic jobs and capital investment figures. As these aspects are difficult to quantify, an overview of the potential positive effects of this project are outlined below:

- An informal economic impact analysis via IMPLAN shows that the payroll spending associated with this project will support 43.3 additional jobs in the community. This is a very rough estimate derived from using the company's list of positions and the stock IMPLAN matrix of consumer expenditures.
- The facility will serve as a mid-state sales headquarters, which means the building will be the meeting point for the entire mid-state sales team. This will bring a continual stream

of visitors to the facility and will entail opportunities for local firms to provide catering and entertainment for sales meetings.

- As the dispatch point for delivery vehicles, it could be expected that fuel sales near the facility will increase; possibly also an increase in nearby vehicle maintenance services.
- The building project is being designed by a local engineering/architectural firm.
- Local labor may be used in the construction of the facility.
- Employees may ultimately buy or rent housing in the Bloomington/Normal Area.

Respectfully submitted for Council consideration.

Prepared by: Justine Robinson, Economic Development Coordinator

Financial & budgetary review by: Chris Tomerlin, Budget Analyst

Reviewed as to legal sufficiency by: J. Todd Greenburg, Corporation Counsel

Recommended by:

David A. Hales
City Manager

TAX ABATEMENT AGREEMENT

This Tax Abatement Agreement (the “Agreement”) is made this __ day of _____, 2013, between the Board of Trustees of the Bloomington Public Library (the “Board of Trustees”) acting herein _____, its _____, hereunto authorized, Bloom Heartland, LLC (“Bloom Heartland”), a Delaware limited liability company, acting herein by _____, its _____, hereunto authorized, and Wirtz Beverage Illinois, LLC, (“Wirtz Beverage”) an Illinois limited liability company, acting herein by _____, its _____, hereunto authorized.

WHEREAS, tax abatement is a versatile tool economic developers use for projects related to business retention and attraction; and

WHEREAS, the promise of financial assistance can make the difference in a company’s decision regarding the location of their project or their eagerness to expand; and

WHEREAS, the Economic Development Council of the Bloomington-Normal Area (“EDC”), along with Bloom Heartland and Wirtz Beverage, have asked for tax abatements on the part of the local taxing bodies in support of Wirtz Beverage’s relocation to Bloomington; and

WHEREAS, all parties believe the economic development impact of this project will ultimately be advantageous to the community as a whole, through capital investment and job

growth which stimulates retail growth, sales tax generation, diversification and economic vitality; and

WHEREAS, Wirtz Beverage wishes to relocate its mid-state headquarters facility to a new facility to be constructed (the “New Facility”) on a parcel of land within Interchange West Subdivision, Bloomington, Illinois, which land is generally depicted on the survey attached hereto (the “Property”); and

WHEREAS, Bloom Heartland is the contract purchaser of the Property; and

WHEREAS, Bloom Heartland and Wirtz Beverage intend to enter into a lease agreement pursuant to which Bloom Heartland, as lessor, will lease the New Facility to Wirtz Beverage (the “Lease”); and

WHEREAS, the Property is a portion of a larger parcel designated as tax parcel 13-36-400-012 (the “Tax Parcel”), which is 19.820 acres in size; and

WHEREAS, for purposes of this Agreement, the “Base EAV” of the Property will be deemed to be the 2011 assessed value of the Tax Parcel multiplied by a percentage equal to the ratio of the acreage of the Property to the acreage of the Tax Parcel (19.820 acres); and

WHEREAS, Illinois Statute 35 ILCS 200/18-165(a), in pertinent part, provides that:

Any taxing district, upon a majority vote of its governing authority, may, after the determination of the assessed valuation of its property, order the clerk of that county to abate any portion of its taxes on the following types of property:

(1)Commercial and industrial.

(A)The property of any commercial or industrial firm. . . . The abatement shall not exceed a period of 10 years and the aggregate amount of abated taxes for all taxing districts combined shall not exceed \$4,000,000[;]

WHEREAS, Wirtz Beverage is a distributor of spirits, wine, and beer that has an opportunity to relocate its operations; and

WHEREAS, an estimated \$7.25 million of investment will be made into the Property during the course of this Agreement; and

WHEREAS, Bloom Heartland and Wirtz Beverage have requested a partial abatement of real estate property taxes for a period of five (5) years based on their improvements to the Property; and

WHEREAS, Bloom Heartland and Wirtz Beverage are requesting that the Board of Trustees grant their request for said abatement as such abatement is more particularly described

in this Agreement, provided Bloom Heartland and Wirtz Beverage satisfy the further terms and conditions set forth herein; and

WHEREAS, the Board of Trustees is willing to grant such an abatement to Bloom Heartland and Wirtz Beverage in accordance with the terms and conditions set forth in this Agreement;

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL UNDERTAKINGS HEREIN CONTAINED AND OTHER VALUABLE CONSIDERATION, THE PARTIES HEREBY AGREE AS FOLLOWS:

SECTION ONE: The Board of Trustees has adopted a resolution conditionally and partially abating the property taxes for the Property for a period of five years in the form attached hereto (the "Resolution"). The Board of Trustees agrees to adopt and file any other documents that may be required from time to time to effectuate the abatements, including (if necessary) annual abatement resolutions. Pursuant to Section Two of the Resolution, the portion of real estate taxes levied against the Property that are attributable to an increase in assessed value arising solely from Eligible Improvements (as defined in the Resolution) will be all real estate taxes levied against the Property, excluding only taxes arising from (i) the Base EAV or (ii) any improvements made after December 31, 2014.

SECTION TWO: This Agreement shall become effective upon (i) Bloom Heartland's acquisition of the Property and (ii) the execution of the Lease by Bloom Heartland and Wirtz Beverage and shall be for a term commencing upon the full approval and execution of this Agreement and continuing until the property taxes to be abated pursuant to the Resolution are fully abated.

SECTION THREE:

a. This Agreement is subject to early termination by the Board of Trustees immediately if, at any time during the term of this Agreement after December 31, 2014:

1. Wirtz Beverage fails to employ at least 120 employees at the New Facility; or
2. Wirtz Beverage and Bloom Heartland have failed to expend at least \$7.25 million for land acquisition and capital improvements related to the New Facility, including without limitation costs of land acquisition, site work, building construction, furniture, fixtures, and equipment.

b. In addition, at the sole discretion of the Board of Trustees, the Board of Trustees may terminate this Agreement at any time when Bloom Heartland or Wirtz Beverage is in material breach of this Agreement and has not cured such material breach within 60 days after written notice thereof from the Board of Trustees.

SECTION FOUR: Bloom Heartland and Wirtz Beverage agree, warrant and represent that they shall comply with all applicable federal, state and local laws, rules, regulations, ordinances, charters, statutes, codes, orders, policies and procedures relating to the Property.

SECTION FIVE: For so long as this Agreement shall remain in full force and effect, Bloom Heartland and Wirtz Beverage agree to provide access to and authorize inspection of the Property upon request of the Board of Trustees to ensure that the improvements are made according to the specifications and conditions of this Agreement. This audit will be the responsibility of the EDC to perform, and will occur no more than once annually.

SECTION SIX: In the event this Agreement is terminated prior to its natural expiration due to Bloom Heartland's or Wirtz Beverage's material breach of any provision of this Agreement, including, but not limited to Wirtz Beverage's relocating all or substantially all of the New Facility outside the taxing district, then all taxes abated by the Board of Trustees pursuant to this Agreement shall be repaid to the Board of Trustees within 30 days of Board of Trustees' request. Additionally, any remaining abatement shall be cancelled and the City shall direct the County Clerk to not abate any portion of property taxes on the Property.

SECTION SEVEN: The Board of Trustees may extend the date set forth in Section Three a.1. and 2. of this Agreement, if Bloom Heartland or Wirtz Beverage reasonably demonstrate the necessity for any such extension(s).

SECTION EIGHT: The Agreement constitutes the entire contract between the parties hereto, and no oral statements or promises and no understanding not embodied in this writing shall be valid or binding. Any modification of this Agreement shall be in writing and executed with the same formality as this Agreement.

SECTION NINE: This Agreement shall be governed by the laws of the State of Illinois. It is agreed by the parties that if any party commences suit, action or any other legal proceeding against the other, the venue shall be the Circuit Court of McLean County, Illinois. Each prevailing party in such suit, action, or proceeding has a right to recover from any adverse party its attorney's fees, court costs, and other costs of litigation.

SECTION TEN: Any statutory reference contained herein shall include any and all amendments thereto and replacements thereof.

SECTION ELEVEN: Any notice required under this Agreement shall be given to the respective parties as follows:

To Wirtz Beverage and Bloom Heartland:

To Board of Trustees of the Bloomington Public Library:

Bloomington Public Library
Attn: Georgia Bouda
205 East Olive Street
Bloomington, IL 61701

With a copy to:

Economic Development Council of the Bloomington/Normal Area
Attn: Mr. Marty Vanags
200 West College Ave., Suite 402
Normal, IL 61761

Board of Trustees of the Bloomington Public Library Wirtz Beverage Illinois, LLC

By: Peggy Ann Burton

By: _____

Attest:

Attest:

Georgia Bouda

Date: February 1, 2013

Date: _____, 2013

Bloom Heartland, LLC

By _____

Attest:

Date: _____, 2013

RESOLUTION NO. 2013 - 01

RESOLUTION OF THE BOARD OF TRUSTEES OF THE BLOOMINGTON PUBLIC LIBRARY, CONDITIONALLY AND PARTIALLY ABATING PROPERTY TAX FOR BLOOM HEARTLAND, LLC AND WIRTZ BEVERAGE ILLINOIS, LLC

WHEREAS, the Board of Trustees of the Bloomington Public Library (the "Board of Trustees") is a local taxing district; and

WHEREAS, tax abatement is a versatile tool economic developers use for projects related to business retention and attraction; and

WHEREAS, the promise of financial assistance can make the difference in a company's decision regarding the location of their project or their eagerness to expand; and

WHEREAS, the Economic Development Council of the Bloomington-Normal Area ("EDC"), along with Bloom Heartland, LLC ("Bloom Heartland") and Wirtz Beverage Illinois, LLC, ("Wirtz Beverage") have asked for tax abatements on the part of the local taxing bodies in support of Wirtz Beverage's relocation to Bloomington; and

WHEREAS, all parties believe the economic development impact of this project will ultimately be advantageous to the community as a whole, through capital investment and job growth which stimulates retail growth, sales tax generation, diversification and economic vitality; and

WHEREAS, Wirtz Beverage wishes to relocate its mid-state headquarters facility to a new facility to be constructed (the "New Facility") on a parcel of land within Interchange West Subdivision, Bloomington, Illinois, which land is defined in the Tax Abatement Agreement attached hereto and incorporated herein by reference (the "Agreement") as the "Property"; and

WHEREAS, the current equalized assessed value of the tax parcel, of which the Property is a part, is described in the Parcel Assessment Information attached hereto; and

WHEREAS, Illinois Statute 35 ILCS 200/18-165(a), in pertinent part, provides that:

Any taxing district, upon a majority vote of its governing authority, may, after the determination of the assessed valuation of its property, order the clerk of that county to abate any portion of its taxes on the following types of property:

(1)Commercial and industrial.

(A)The property of any commercial or industrial firm. . . . The abatement shall not exceed a period of 10 years and the aggregate amount of abated taxes for all taxing districts combined shall not exceed \$4,000,000[;]

WHEREAS, Wirtz Beverage is a distributor of spirits, wine, and beer that has an opportunity to relocate its operations; and

WHEREAS, an estimated \$7.25 million of investment will be made into the Property during the course of this Agreement; and

WHEREAS, Bloom Heartland and Wirtz Beverage are requesting that the Board of Trustees grant their request for said abatement as such abatement is more particularly described in this Resolution, provided Bloom Heartland and Wirtz Beverage satisfy the further terms and conditions set forth herein and in the Agreement; and

WHEREAS, the Board of Trustees is willing to grant such an abatement to Bloom Heartland and Wirtz Beverage in accordance with the terms and conditions set forth in this Agreement;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE BLOOMINGTON PUBLIC LIBRARY, AS FOLLOWS:

SECTION ONE: The Agreement is hereby approved and the Mayor is hereby authorized and directed to enter into the Agreement on behalf of the Board of Trustees.

SECTION TWO: The McLean County Clerk is hereby ordered to abate that portion of real estate taxes levied against the Property that are attributable to an increase in assessed value arising solely from capital improvements made by Bloom Heartland or Wirtz Beverage to the Property after execution of the Agreement and prior to December 31, 2014 (“Eligible Improvements”), beginning with taxes levied in 2014 (payable in 2015) and continuing for taxes levied in 2015 (payable in 2016), 2016 (payable in 2017), 2017 (payable in 2018), and 2018 (payable in 2019), subject however to cancellation and termination as hereafter provided.

SECTION THREE: The partial tax abatement provided in Section Two shall terminate immediately upon written notice from the Superintendent that, at any time during the term of the Agreement after December 31, 2014:

1. Wirtz Beverage has failed to employ at least 120 employees at the New Facility; or
2. Wirtz Beverage and Bloom Heartland have failed to expend at least \$7.25 million for land acquisition and capital improvements related to the New Facility, including without limitation costs of land acquisition, site work, building construction, furniture, fixtures, and equipment.

In addition, at the sole discretion of the Board of Trustees, the Board of Trustees may terminate the Agreement at any time when Bloom Heartland or Wirtz Beverage is in material breach of this Agreement and has not cured such material breach within 60 days after written notice thereof from the Board of Trustees.

SECTION FOUR: The following conditions apply to the ongoing obligation to partially abate real estate taxes set forth in Section One above:

- a. Bloom Heartland and Wirtz Beverage agree, warrant and represent that they shall comply with all applicable federal, state and local laws, rules, regulations, ordinances, charters, statutes, codes, orders, policies and procedures relating to the Property.
- b. Bloom Heartland and Wirtz Beverage shall provide access to and authorize inspection of the Property upon request of the City to ensure that the improvements are made according to the specifications and conditions of the Agreement. This audit will be the responsibility of the EDC to perform, and will occur no more than once annually.

SECTION FIVE: In the event the Agreement is terminated prior to its natural expiration due to Bloom Heartland's or Wirtz Beverage's material breach of any provision of the Agreement, including, but not limited to Wirtz Beverage relocating all or substantially all of the New Facility outside the taxing district, then all taxes abated by the Board of Trustees pursuant to this Ordinance shall be due and payable to the Board of Trustees and the abatement of taxes pursuant to Section Two shall immediately cease.

SECTION SIX: Pursuant to the Agreement, the Board of Trustees may extend the date set forth in Section Three a.1. and 2. of the Agreement if Bloom Heartland or Wirtz Beverage reasonably demonstrates the necessity for any such extension(s).

SECTION SEVEN: Any statutory reference contained herein shall include any and all amendments thereto and replacements thereof.

SECTION EIGHT: This Resolution shall be in full force and effect upon its passage.

PASSED BY THE BOARD OF TRUSTEES OF THE BLOOMINGTON PUBLIC LIBRARY,
THIS 22nd DAY OF JANUARY, 2013.

AYES: 5
NAYS: 0
ABSENT: 4

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

Mayor Stockton introduced this item.

David Hales, City Manager, addressed the Council. He noted that this item had also appeared on the Council's December 17, 2012 meeting agenda. This evening, this issue addressed the Public Library. The Library Board recommended Council approval. Currently, the Library received \$13 in property taxes. After the improvement to the property, it is anticipated that the Library would receive \$6,000 in property taxes. He informed the Council that Ken Springer, Bloomington Normal Economic Development Council's (EDC) Sr. Associate for Research and Economic Data, was present at this evening's meeting. He recommended Council approval.

Alderman Fazzini questioned if this item fit the City's Retail Incentive Policy. He noted that the City had a framework.

Alderman Purcell noted that the project description listed 120 new jobs. Without same there would be a reduction to the tax benefit.

Ken Springer, EDC's Sr. Associate for Research and Economic Data, addressed the Council. There were claw backs in the agreement. The 120 jobs were a requirement. In addition, the taxing bodies have the ability to terminate the agreement. He expressed his opinion that the taxing bodies were protected.

Motion by Alderman Purcell, seconded by Alderman Fazzini that the proposed property tax abatement agreement, executed by the Board of Trustees of the Bloomington Public Library, be approved, and the Resolution adopted.

The Mayor directed the clerk to call the roll which resulted in the following:

Ayes: Aldermen Stearns, Mwilambwe, Schmidt, McDade, Fazzini, Fruin and Purcell.

Nays: None.

Motion carried.

CITY MANAGER'S DISCUSSION: David Hales, City Manager, reminded the Council that the State Legislators' Work Session would be held on February 11, 2013. A draft agenda for this meeting would be available by the end of the week. Each state representative and state senator planned to attend same.

MAYOR'S DISCUSSION: Mayor Stockton added that this meeting would be held at the Police Department's Osborn Room. The public was welcomed to attend same.

Mayor Stockton informed the Council that Rick Bailey, former Asst. City Manager, had passed away on Sunday, January 27, 2013.

He addressed Scott Sprouls, IT Director. He believed that the map which had been displayed on the screens in the Council Chambers had been blurry.

Scott Sprouls, IT Director, addressed the Council. He noted that the graphic had been magnified for display purposes. He did not preview same prior to the meeting.

ALDERMEN'S DISCUSSION: Alderman Fazzini questioned the process to fill the Ward 1 vacancy.

Mayor Stockton noted that the appointment would be short term. There would be approximately three (3) months before the start of the new term. He did not believe that Ward 1 should be without representation during this time. He had allowed a week for interested persons to file a Statement of Interest. He planned to interview each person and make a recommendation to the Council for appointment at the February 11, 2013 meeting.

Individuals had until Thursday, January 31, 2013 at 5:00 p.m. to file their Statement with the City Clerk's Office. He hoped each candidate would have documented civic involvement.

Mr. Hales noted that the individual must reside within the existing Ward 1. The new boundaries took effect in May 2013 and addressed the April 9, 2013 election.

Mayor Stockton cited other qualifying factors such as one (1) year resident of Ward 1 and a registered voter.

Alderman Stearns questioned if there would be an interview process which involved the full Council. She cited the process used when there was a vacancy in Ward 3.

Mayor Stockton noted the limited term. There would not be Council interviews. He planned to submit a name to the Council for the appointment.

Motion by Alderman McDade, seconded by Alderman Purcell, that the meeting be adjourned. Time: 8:10 p.m.

Motion carried.

**Tracey Covert
City Clerk**